

No. 3092-4Lab-77/10094.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s. Gedore Tools (India) Private Limited, Plot No. I, Industrial Area, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 208 of 1975

between

SHRI DARSHAN LAL MANDIRATTA WORKMAN AND THE MANAGEMENT OF M/S. GEDORE TOOLS (INDIA) PRIVATE LIMITED, PLOT NO. I, INDUSTRIAL AREA, FARIDABAD

Present :

Shri Onkar Parshad, for the workman.
Shri K.K. Khullar and Shri S.K. Sahdev for the management.

AWARD

By order No. ID/FD/74/40826, dated 17th December, 1974, the Governor of Haryana, referred the following dispute between the management of M/s. Gedore Tools (India) Private Limited, Plant No. I, Industrial Area, Faridabad and its workman Shri Darshan Lal Mandiratta, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

Whether the dismissal of Shri Darshan Lal Mandiratta was justified and in order ? If not, to what relief is he entitled ?

On receipt of the reference, notices were issued to the parties. The parties put in their pleadings. The management filed the record of domestic enquiry and examined one Shri S.C. Malik, Personnel Officer of the management as M.W. 1 and Shri K. D. Bakshi, Executive Officer of the management as M.W. 2, and closed their case. Then the case was fixed for the evidence of the workman. The workman examined himself as W.W. 1 and closed their case. Then the application of the management for framing issues was considered and the following issues were framed on 6th December, 1976 : —

(1) Whether the domestic enquiry has violated the principles of natural justice, or is defective in any way ? (OPW).

(2) Whether the dismissal of the workman concerned was justified and in order ? If not, to what relief is he entitled ?

The management stated that his evidence on the vires of the domestic enquiry may be treated as evidence on issue No. 1. Then the case was fixed for the evidence of the workman. At this stage a settlement was arrived at between the parties which is Exhibit M-1. According to settlement the workman concerned received a sum of Rs. 1566 in full and final settlement of all his claims and dues including his claim to reinstatement and re-employment. The settlement envisages that the workman concerned has no other claim dues or dispute whatsoever. The settlement is proved by Shri S.K. Sahdev, Personnel Officer of the management who proved the settlement. According to the settlement the workman agreed that he had resigned from service of his own with effect from 17th August, 1974 and has received the aforesaid sum of Rs. 1566. He also produced receipt, Exhibit M-2 and the statement of the account of Rs 1,566 as, Exhibit M-3. He also produced an application of the workman for dismissing his claim which is Exhibit M-4. He also proved a copy of letter of the management addressed to the appropriate Government authorities regarding the settlement which was signed by the workman. The copy of this letter is Exhibit M-5.

I find that the settlement is genuine and fair as the workman has received a sum of Rs 1,566 detailed in, Exhibit M-3 which is quite a sufficient sum for giving up his dispute. Out of this amount a sum of Rs. 1,500 has been paid to the workman concerned as *ex gratia*. Now there remains no dispute between the parties. I, therefore, give my award that there is no dispute between the parties.

Dated the 31st March, 1977.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 374, dated the 31st March, 1977.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, required under section 15 of the Industrial Disputes Act, 1947.

Dated the 31st March, 1977.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 3095-4Lab-77/10100.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workmen and the management of M/s Bharat Steel Tubes Limited, Ganaur (Sonepat)

BEFORE SHRI NATUH RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 45 of 1974

between

The workmen and the management of M/s Bharat Steel Tubes Limited, Ganaur (Sonepat).

Present :

Shri J. P. Sharma, President, B.S.T. Karamchari Union.

Shri Sat Bir Singh, General Secretary, Karamchari Union.

Shri Som Nath, Vice-President, B.S.T. Mazdoor Sabha.

Shri Mata Parshad Yadav, General Secretary, B.S.T. Mazdoor Sabha.

Shri J.P. Jain for the management.

AWARD

By order No. ID/2, dated 3rd April, 1974, the Governor of Haryana, referred the following dispute between the management of M/s Bharat Steel Tubes Limited, Ganaur (Sonepat) and its workmen to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

1. Whether every worker should be given five increments in his grade ?
2. Whether the existing incentive bonus scheme need to be revised ? If so, with what details ?
3. Whether the laid off workers are entitled to full wages for the period of lay off and also whether the management be required to install a Generator ? If so, with what details ?
4. Whether the workers should be given 30 days earned leave with wages in a year and whether the period of sick leave should be considered for the purpose of ascertaining earned leaves ? If so, with what details ?
5. Whether all the workers should be supplied four summer uniforms, two pair of shoes and one winter uniform after every three years ? If so, with what details ?
6. Whether the workers should be paid washing allowance @ Rs 10 per month ?
7. Whether the workers coming on bicycles to the factory should be given cycle allowance of Rs 20 per month ? If so, with what details ?
8. Whether the helpers-cum-viewers should be categorised as skilled workmen and paid accordingly ? If so, with what details ?
9. Whether the workmen working in calvanising Department should be given one kilogram of milk each every day and an allowance ranging between Rs 50 to Rs 90 per month ? If so, with what details ?
10. Whether the workmen working in the night shift should be given night allowance @ Rs 1 per day and also free tea ? If so, with what details ?

On receipt of the reference, notices were issued to the parties. The parties appeared and put in their pleadings. On the pleadings of the parties, the following issues were framed by my learned predecessor on 16th September, 1975 :—

- (1) Whether the terms of reference do not constitute an industrial dispute and as such the reference is not maintainable ?
- (2) Whether terms of reference No. 1 is legally barred under a settlement dated 18th January, 1974 alleged to have been arrived at between the workmen and the management ?
- (3) Whether the workmen entered into settlements with the management from time to time in respect of incentive bonus scheme, if yes, what are the terms thereof and what is their legal fact ?
- (4) Whether the term of reference Nos. 3, 4, 5, 6, 7, 8, 9, 10 are not legally maintainable ?
- (5) Whether every worker should be given five increments in his grade ?
- (6) Whether the existing incentive bonus scheme need to be revised ? If so, with what details ?
- (7) Whether the laid off workers are entitled to full wages for the period of lay off and also whether the management be required to install a Generator ? If so, with what details ?
- (8) Whether the workers should be given 30 days earned leave with wages in a year and whether the period of sick leave should be considered for the purposes of ascertaining earned leaves ? If so, with what details ?
- (9) Whether all the workers should be supplied four summer uniforms, two pair of shoes and one winter uniform after every three years ? If so, with what details ?
- (10) Whether the workers should be paid washing allowance @ Rs 10 per month.
- (11) Whether the workers coming on bicycles to the factory should be given allowance of Rs 20 per month ? If so, with what details ?
- (12) Whether the helpers-cum-viewers should be categorised as skilled workmen and paid accordingly ? If so, with what details ?
- (13) Whether the workmen working in calvanising Department should be given one Kilogram of milk each every day and an allowance ranging between Rs 50 to Rs 90 per month ? If so, with what details ?
- (14) Whether the workmen working in the night shift should be given night allowance @ Rs 1 per day and also free tea ? If so, with what details ?
- (15) Relief ?

The case was fixed for the evidence of the parties. The parties closed their case. Then the case was fixed for arguments. At the time of arguments, a settlement was arrived at between the parties. The settlement is annexure 'A'. I have considered the settlement. The settlement is admitted by all the parties. It has been executed by the parties and the execution has been admitted.

The management has filed an application praying that award be given on the basis of the settlement. The contents of that application was read over and explained to the parties and their representatives. They admitted its correctness. They admitted the settlement also to be correct. Therefore, the settlement is genuine. It is fair also because the workmen have been granted considerable relief. I, therefore, give my award as per the settlement which is part of the award. The settlement is enclosed herewith. That may also be published being a part of the award. The settlement is annexure 'A'.

Dated the 31st March, 1977.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 367, dated the 31st March 1977.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated the 31st March, 1977.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

ANNEXURE 'A'
MEMORANDUM OF SETTLEMENT

Names of the Parties

.. M/S. Bharat Steel Tubes Limited, Ganaur.

and

Their Workmen

represented by Bharat Steel Tubes Karamchari Union a
BST Mazdoor Sangh, Ganaur.

Representing the Employer

.. Mr. K. V. Ramaseshan,
Vice-President (Tube Division)

Mr. J. P. Jain,
Administrative Manager

Mr. L. R. Pruthi,
Personnel Officer

Representing the Workmen :

Sri Partap Singh,
President,
BST Mazdoor Sangh.

Sri Jagdish Prakash Sharma,
President,
Bharat Steel Tubes Karamchari Union.

Sri Mata Prasad Yadav,
General Secretary,
BST Mazdoor Sangh

Sri Satbir Singh Lochab,
General Secretary,
Bharat Steel Tubes Karamchari Union.

Sri Deep Chand Sharma,
Member,
Executive Committee,
BST Mazdoor Sangh.

Sri Ram Chander,
Office Secretary,
Bharat Steel Tubes Karamchari Union.

Sri Som Nath ,
Member,
Executive Committee,
BST Mazdoor Sangh.

Sri R. K. Pandey,
Treasurer,
Bharat Steel Tubes Karamchari Union.

SHORT RECITAL OF THE CASE

The workmen represented by Bharat Steel Tubes Karamchari Union, Ganaur raised certain demands on 4th February, 1974 and their demands were subsequently referred by the Government of Haryana to the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, for adjudication. The said reference was registered as 45 of 1974. The workmen represented by BST Mazdoor Sangh made an application for becoming a party in the said Reference No. 45 of 1974 and they were allowed to be a party to the dispute under Reference. An agreement arrived at between the Management and the Workmen on 18th January, 1974, detailing the basic Scales of pay, dearness allowance, etc., expired on 31st December, 1976. The workmen's representatives contended that since there are only two unions, namely, Bharat Steel Tubes Karamchari Union and BST Mazdoor Sangh functioning in this establishment all the workmen are represented by either of them. They requested the management that they do not want to pursue the matter before the Industrial Tribunal any longer and settle the dispute amicably. As a result of mutual discussions held on different dates from 9th December, 1976, an overall settlement has been arrived at on the following terms to the entire satisfaction of both the parties:—

TERMS OF SETTLEMENT

1. Scales of Basic Wage/Salary—

It is agreed that out of the dearness allowance being paid so far in terms of the agreement, dated the 18th January, 1974, an amount of Rs. 150 be merged in the basic salary with effect from 1st January, 1977. After the above merger the following would be the new scales of basic wages/salary :—

Category	Existing Grades (with DA—December 76 Rs 191 p.m.)	Corresponding New Grades (with minimum DA of Rs. 48 p.m.)
(a) Secretarial and Clerical Staff		
Grade I	.. 300—17½—405—EB—20—505—EB—25—730 ..	450—25—650—30—830—35—1,040
Grade II	.. 250—15—325—EB—17½—430—EB—20—510—EB—25—635 ..	400—20—560—25—710—30—890 ..
Grade III	.. 160—10—210—EB—12½—310—EB—15—415 ..	315—12·50—390—15—480—17½—620 ..
Grade IV	.. 120—8—160—EB—10—210—EB—12½—335 ..	275—10—325—12·50—400—15—535 ..
(b) Operatives and Other Workers		
Highly Skilled	.. 180—10—240—EB—12—300—EB—15—375—EB—20—455 ..	350—20—530—22·50—665—25—790 ..
Skilled 'A'	.. 140—8—180—EB—10—240—EB—12—300—EB—15—360 ..	300—15—435—17·50—540—20—640 ..
Skilled 'B'	.. 100—5—125—EB—7—160—EB—8—200—EB—10—250 ..	250—10—340—12·50—415—15—490 ..
Semi-skilled	.. 70—3—85—4—105—EB—5—130—EB—7—165 ..	220—6—280—7—315—8—355 ..
Un-skilled	.. 50—2—70—3—85—EB—4—105 ..	200—4—240—5—265—6—295 ..

2. Fitment into new Grades—

2.01. A workman will be put in the new grades corresponding to his existing grade as mentioned above. Out of the total wage comprising of basic and dearness allowance a sum of Rs 141 will be deducted and if the amount so arrived at, does not fall in the step of the new scale of basic wage, it would be stepped up to the next point and this will represent his new basic wage. An amount equivalent to one increment in the new scale will be added as the annual increment due on 1st January 1977 and the amount so arrived at, will become the basic wage of the employees with effect from 1st January, 1977.

2.02. Illustration.—Suppose an employee is getting a basic wage of Rs. 184 in the existing grade of Rs. 100—5—125—EB—7—160—EB—8—200—EB—10—250 plus dearness allowance of Rs. 191. Out of his total salary (basic plus dearness allowance) of Rs. 375 an amount of Rs. 41 will be deducted. Since this amount of Rs. 334 does not fall in the step of the new scale of basic wage, it will be stepped upto Rs. 340 in his corresponding new scale of basic wage and an increment of Rs. 12·50 payable to him on 1st January, 1977, would be added making his total basic wage Rs. 352·50 with effect from 1st January 1977.

2.03. It is agreed that the workman whose salary reaches the maximum of the grade applicable to him, will not automatically be put in the next higher grade until there is a vacant position and he is considered suitable for such a higher grade. It is further agreed that the annual increment will fall due to a workman in January every year.

3. Piece-Rates for Bundling—

3.01. It is agreed that the workmen working for Bundling of pipes (master and/or conventional) straightening of pipes manually, making of clips etc., will be paid their basic wage on piece system. The revised basic wage will be payable to them effective 1st of January, 1977, as detailed in Annexure I which forms part of the agreement. In addition, they will be entitled to be paid the new Dearness Allowance (*pro rata* linked with attendance) as applicable to other workmen. They would also get annual increment of a minimum of Rs. 4 per year.

3.02. It is agreed that interruptions in working for reasons such as break-down of machines non-availability of material during the period of his shift have been taken into account while fixing the piece-rates. In case the material sufficient for his working for atleast four hours in his shift cannot be made available for any reason, whatsoever the management reserves the right to utilize him as a helper in any other department and he would be paid for such period at the rate of minimum basic wage in the grade applicable to helpers.

It is further agreed that the workman, who is provided with an alternative job of a helper shall not refuse to work and in case of refusal, he shall not be entitled to wages and he shall become liable for disciplinary action.

4. Dearness Allowance—

4.01. The Dearness Allowance payable to the workmen is at present linked with the Labour Working Class Consumer Price Index Number for Delhi (base-1960). An amount of Rs. 150 out of the monthly Dearness Allowance payable to the workmen has been merged into the new basic wage effective 1st January, 1977 as per Clause 1 above. It is agreed that the minimum Dearness Allowance for a Calender month, *pro rata* linked with attendance, will now be Rs. 48 including an *ad hoc* raise of Rs. 7 with effect from 1st January, 1977 upto 137 points of Composite Haryana State Working Class Consumer Price Index Numbers for Industrial Workers (Base Year 1972-73)—100) as circulated by the Economic and Statistical Adviser, Government of Haryana. Adjustment in the Dearness Allowance will be made six-monthly after taking the average raise or fall for periods January-June on 1st October, and July-December on 1st April, at Re 1 per point on the raise or fall of the Composite Haryana State Working Class Consumers Price Index Numbers for Industrial Workers.

4.02. It is agreed that the consolidated salary, if payable to an employee, under specific terms and conditions with him at the time of his employment, can be split-up into the basic wage and dearness allowance, as and when considered first and proper by the management.

5. Daily Wage for Temporary/Substitutes/Casual Workmen—

5.01. It is agreed that the workmen working as Substitute/Casual or Temporary will be paid a consolidated wage and they will not be paid any separate dearness allowance as may be payable to other permanent workmen.

5.02. That such workmen working in positions other than Zinc Bathman and Helper/Viewer will be paid @ Rs. 7.50 per working day while the workman working as Zinc Bathman and Helper /Viewer @ Rs. 8.00 per working day for the period they are provided with the work in a fortnight.

5.03. That the daily-rated workman who has been in the continuous employment for one year or more, will be brought on factory's permanent rolls on a consolidated salary of Rs. 225 per month (Zinc Bathman and Helper/Viewer @ Rs. 250 per month) provided there is a vacancy for such category of workman and also he is found suitable for the time.

5.04. That a daily-rated workman manning a vacant position but is not found suitable even after the continuous service of one year or more against that position, shall be liable for discharge without any compensation after he is given an opportunity to improve the workmanship and performance for an additional period of one month.

5.05. That such workman on consolidated wage who is brought on factory's permanent rolls would be put in the grade applicable to his category by splitting up their consolidated wages into basic and dearness allowance from the following January.

6. Viewer's Allowance—

6.01. It is agreed that the Helper-cum-Viewer will continue to be categorised as Semi-skilled in their corresponding scale of basic wage of Rs. 220—6—280—7—315—8—355 plus dearness allowance and they will continue to get an allowance of Rs. 25 per month prorate-linked with attendance for their such working.

7. Officiating Allowance—

7.01. Under the provisions of the Company's Certified Standing Orders applicable to the workmen, it is provided that if a workman in a junior category is called upon in writing by his departmental-head to work in place of a workman in a senior category for 15 days or more at one time, he would be entitled to an officiating allowance equal to amount of two next higher increments in his grade subject to the maximum of Rs. 50 per month. The officiating allowance would, however, not be admissible to a workman if both the workmen are of the same nomenclature and/or category in the same pay scale:

The workmen contended that the amount of officiating allowance payable to them is not adequate and requested for an increase therein. The management ; as a gesture of goodwill, have agreed that effective from date of this agreement :

- (a) If a workman of unskilled category is required to work in place of a semi-skilled category, he will be paid an allowance @ Rs. 0.50 Paise per day of his so officiating.
- (b) If a workman of unskilled category is required to work in place of a workman of skilled category, he will be paid an allowance @ Re 1 per day of his so officiating.
- (c) If a workman of semi-skilled category is required to work in place of that of skilled category, he would be paid an allowance of 0.50 paise per day for his officiating.

7.02. The Officiating allowance shall not be admissible to workman if both the workmen are of the same nomenclature. For example—an operator or fitter in the lower pay scale is required to work in place of an operator or fitter in the higher pay scale, he shall not be entitled to any officiating allowance.

7.03. It is agreed that a workman who is required by his Departmental-Head to officiate in place of another workman, shall not refuse to carry out his instructions.

8. Supply of Uniforms—

8.01: It is agreed that the uniforms and shoes will be supplied to the different categories of workman, as detailed in Annexure II which forms part of this agreement.

8.02. That the Security gate-clerks, Jamadars and Watchman, Bus, Car, Tractor and Flo-car Drivers, Bus-conductors, Store-Boys, Token-boys, Lab. Boy/Attendant, Peons, Cook and Bearers, whom the woollen uniforms is supplied for use whilst on duty, will get an allowance of Rupees seven per month for washing and upkeep of their uniforms including repairing, etc. so that their turn-out is impressive and they remain alert and active on their duties. It is agreed that other workmen who are supplied with uniforms will get an allowance of Rs. 3 per month for repairs, washing and maintenance of the uniforms.

8.03. That the workmen shall wear the uniforms supplied to them whilst on duty and any failure on their part in using the same whilst on duty or misuse thereof may entail him to be shut out from duty and/or other disciplinary action as considered and proper by the management.

9. Working Condition Allowance—

9.01. Considering heat and fumes to which workmen in the Galvanizing Department are exposed to, the workmen employed for such jobs were given a Working Consolidation Allowance,—*vide* settlement arrived at with the workmen on 21st August, 1967, so as to enable them to improve their nutrition by taking rich diet of high caloric value. Subsequently, such workmen in the Galvanizing Department were supplied with milk and it was agreed to reduce the amount of Working Condition Allowance payable to them to three-fourth of the amount payable,—*vide* settlement dated 11th December, 1969. Now the workmen requested for revision in the rates of Working Condition Allowance payable to them. It is agreed that effective 1st January, 1977 such deduction of one-fourth of the amount of Working Condition Allowance to workmen working in the Galvanising Department will not be done and the workmen of different categories would be paid at the new rates of working Condition Allowance as detailed in Annexure III which forms part of this agreement.

9.02. It is agreed that Zinc Bathmen, Furnacemen-cum-fitters, EOT, Crane Operators, Picker/Slingers, Asstt. Operator (Remelting) required to work in the Galvanising Department will continue to be supplied with milk each 450 grams while others required to work in Galvanising Department will continue to be supplied with milk each 300 grams for their full-shift working in the said Department.

9.03. Workmen though on the rolls of the Galvanising Department but required to work on a job/machine not connected with the galvanising process and/or situated outside the shed, shall not be eligible for supply of milk.

9.04. In the event of starting the new Galvanising Plant, the workmen working in that shed for operation of Threaders, Straighteners, Bundling, Band/Power Saw, EOT Cranes or any other machine not connected with the Galvanising process or its working, shall not be entitled to the supply of milk.

9.05. In the event of non-working of zinc pot/s for periodical maintenance or any other reason whatsover, the workmen employed for such pot/s shall not be entitled for supply of milk during such period/s..

9.06. It is clarified that the working of a workman in the Galvanising Department for four hours or more will be reckoned as full-shift working while working for less than four hours shall be ignored for the purpose of supply of milk to workmen working there.

10. Incentive Schemes—

The employees working on Tube-mills and its connected machines, Threaders, Galvanising Department, MHF, Stockyard, Electrical and Mechanical Maintenance, Tool Room and Slitting Line and Oiling Machine are covered under different Incentive Schemes introduced separately for such Departments,—*vide* agreements arrived at with the workmen on 1st February, 1971, 22nd March, 1971, 4th August, 1971, 28th October, 1971, 15th June, 1972, 6th November, 1971, 17th May, 1972, 30th October, 1971 and 1st February, 1971, respectively while the rest of the employees are covered under the Production-cum-Despatch Incentive Scheme introduced,—*vide* agreement, dated 23rd May, 1969. The workmen requested for modification of the Incentive Schemes and as a result of mutual discussions, it is agreed that :—

- (a) The Incentive Schemes applicable to workmen working on Slitting Line, Oiling Machine and Tool Room introduced,—*vide* agreements, dated 30th October, 1971, 1st December, 1971 and 17th May, 1972, respectively stands withdrawn and will not be applicable any longer.
- (b) The workmen working on slitting line are now covered under the Scheme meant for Tube-mills and those working on Oiling Machine/s are covered under the Scheme for Threaders. Thus the workmen working on Tube-mills and its connected machines including slitting line, Galvanising Department, Threaders including Oiling machines, MHF, Stockyard, Electrical and Mechanical Maintenance will now be covered under the Revised Incentive Schemes as detailed in Annexure IV which forms part of this agreement.
- (c) All permanent workmen, other than those who are covered under the Incentive Schemes as detailed in Annexure IV, Bundling Crew who are paid on piece rate system and Bundling Clerical staff who are given incentive under Annexure I, will be covered under revised Quarterly Production-cum-Despatches Incentive Scheme as per details given in Annexure V which forms part of this agreement.

11. Sick Leave.—

11.01. The matter relating to grant of sick leave to the workmen is already covered under the agreement arrived at with the workmen on 23rd May, 1969 and the same is reiterated. The management contend that in accordance with proviso (b) of sub-section (2) of Section 5 of Punjab Industrial Establishment (National and Festival Holidays and Casual and Sick Leave) Act, 1965 where a worker is entitled to sickness benefit under the Employees' State Insurance Act, 1948, he shall not be entitled to be paid such wages for the days of Sick Leave due to him under this Act.

11.02. Considering the hardship of workman who falls sick for short durations, the management have agreed to allow up to 14 days' sick leave duly certified by the Medical Officer, Employees' State Insurance dispensary or by a Registered Medical Practitioner.

11.03. It is also agreed that the Company will pay to a workman at a rate equivalent to half of his average wage only for the waiting period of Sick Leave, during which he is not admissible for sickness benefit under the Employees' State Insurance Scheme.

11.04. It is also agreed that for the remaining period, if any, of sick leave beyond the waiting period of two days, the workman can claim sickness benefit from the Employees' State Insurance Corporation, if he qualifies for the same under the Employees' State Insurance Act and Rules made thereunder and he shall not be entitled to any wage from the Company for the period of sick leave exceeding two days at a time.

11.05. It is further agreed that the sick-leave availed by a workman either with half-wages for the waiting period of two days from the Company OR with sickness benefits from the Employees' State Insurance Corporation OR without any wages shall be adjusted against total sick leave of 14 days due to him in a Calender Year, under the Punjab Industrial Establishments (National and Festival Holidays and Casual and Sick Leave) Act, 1965 and Rules made thereunder.

11.06. An illustration is given to clarify the point further. A workman has availed six days' sick leave duly certified as stated above, he will be entitled to fifty per cent of his average wage from the Company for the waiting period of two days for which no sickness benefit is admissible from the Employee's State Insurance Corporation. For rest of the period of his sick leave he can claim sickness benefit from the Employees' State Insurance Corporation if he qualifies for same under the Employees' State Insurance Scheme. All the six days of sick leave will be adjusted against the total fourteen days' sick leave due to him during and year.

12. Annual Leave with wages.

12.01. The workmen's representative submitted that whenever a workman meets with an accident and is constrained to remain on leave due to employment injuries sustained by him whilst on duty, the period of such sick leave is not computed to find out the qualifying period of his entitlement of annual leave with wages under Section 79 of the Factories Act and it causes hardship to him.

The management, as a gesture of goodwill, have agreed to consider the leave on account of employment injuries sustained by a workman whilst on duty as working days for the purpose of computation of 240 days or more but the workman shall not earn leave for these days.

12.02. It is agreed that the number of times in which leave with wages due to a workman under section 79 of the Factories Act may be taken during any year shall not exceed five.

13. It is agreed that all other demands such as Grant of five increments in the grade, Payment of full wages for the periods of lay-offs, Grant of 30 days earned leave in a year and Computation of sick leave for the purposes of ascertaining earned leave, Pay, remuneration of Cycle Allowance @ Rs 20 per month and payment of Night shift allowance and supply of free tea etc. pending before the Industrial Tribunal, Haryana, for adjudication are not pressed by the workmen and stand disposed off in terms of this settlement. It is agreed that both the parties will make an application before the Presiding Officer, Industrial Tribunal, Haryana, submitting that their disputes have been settled amicably and praying that the Reference No. 45 of 1974 be disposed off by giving a 'no dispute award'.

14. It is agreed that the agreement shall be binding for a period of four years with effect from 1st January, 1977, i.e., up to 31st December, 1980, and shall continue to be binding on the parties after expiry of the said period of four years until it is terminated by either of the parties in accordance with the provisions of the Industrial Disputes Act and the Rules made thereunder. It is further agreed that during the currency of this settlement, no demand/dispute shall be raised on any matter covered under this settlement.

15. It is agreed that any Statute, Notification or Enactment, issued by the State or Central Government will not affect the validity of the entire agreement but only those Clauses which would be inconsistent of such Statute, Enactment or Notification will cease to be in force during the currency of this agreement.

16. It is agreed that in case of any dispute, difference or discrepancy regarding the interpretation or implementation of this agreement, the decision of the Chairman of the Company shall be final and binding on the parties.

On behalf of Bharat Steel Tubes Limited, Ganaur

(Sd) K.V. RAMASESHAN,
Vice-President(TD).
(Sd) J.P. JAIN,
Administrative Manager.
(Sd) L.R. PRUTHI,
Personnel Officer.

On behalf of the Workmen

(Sd) J.P. SHARMA,
President Bharat Steel Tubes,
Karamchari Union.
(Sd) SATBIR SINGH LOCHAB,
General Secretary, Bharat Steel
Tubes Karamchari Union.

(Sd) PRATAP SINGH,
President BST Mazdoor Sangh.
(Sd) MATA PRASAD,
General Secretary, BST Mazdoor
Sangh

(Sd) RAM CHANDER,
Office Secretary Bharat Steel Tubes
Tubes Karamchari Union.

(Sd) DEEP CHAND SHARMA,
Member Executive Committee, BST,
Mazdoor Sangh.

(Sd) R.K. PANDEY,
Treasurer, Bharat Steel Tubes
Karamchari Union.

(Sd) SOM NATH,
Member, Executive Committee, BST,
Mazdoor Sangh.

Witnesses:—

(1) Sd/-

(2) Sd/-

(3) Sd/-

(4) Sd/-

Dated Ganaur, the 31st January, 1977.

cc: Secretary, Labour Department, Government of Haryana, Chandigarh.

cc: Labour Commissioner, Haryana, Chandigarh.

cc: Labour Officer-cum-Conciliation Officer, Sonepat.

ANNEXURE I

BHARAT STEEL TUBES LIMITED, GANAURO

BASIC PIECE-RATES

(Vide Clause 3 of the Agreement)

1. Basic piece-rates for Bundling of Pipes:—

1.01. The number of pipes in a conventional bundle and number of conventional bundles in a Master bundler and their corresponding piece-rates for different size/series effective from 1st January, 1977 are detailed below:—

Size & Series (mm)	Number of Pcs in a Conventional bundle	Number of Conventional bundles in a Master bundle		Basic Piece-rate per completed Master bundle
		GI	BLACK	
15	Light	11	14	15
	Medium	11	11	12
	Heavy	11	9	10
				Rs.
				2.65
				2.20
				1.90

Size and Series (mm)		Number of Pcs in a Conventional bundle	Number of Conventional bundles in a Master bundle		Basic Piece-rate per completed Master bundle
			GI	BLACK	
20	Light	7	15	16	2.35
	Medium	7	14	14	2.15
	Heavy	7	11	12	1.85
25	Light	5	15	16	2.15
	Medium	5	13	13	2.00
	Heavy	5	10	11	1.65
32	Light	3	20	21	2.05
	Medium	3	16	17	1.75
	Heavy	3	14	14	1.60
40	Light	3	16	16	1.75
	Medium	3	14	15	1.60
	Heavy	3	12	12	1.45
50, 65, 80, 100, 125, 150		Pcs in a Master bundle given below :			0.70

1.02. The Pipes will be bundled first into small bundles (conventional bundles) and subsequently Master bundles will be prepared of conventional bundles as per programme laid down from time to time. From pipes in size 2" onwards, there would not normally be any conventional bundling and master-bundles would be made straightway:—

Size & Series (mm)		No. of Pcs/Master bundle	
		GI	BLACK
50	Light	36	39
	Medium	30	30
	Heavy	24	27
65	Light	26	27
	Medium	24	25
	Heavy	20	20
80	Light	22	23
	Medium	18	19
	Heavy	15	16
100	Light	15	16
	Medium	12	13
	Heavy	11	11
125	Medium	9	10
	Heavy	8	9
150	Medium	8	8
	Heavy	7	7

1.03. A crew of four helpers will be engaged per shift on each said for conventional-cum-master bundling of pipes on group piece-rate system.

1.04. The payment for the conventional bundles that are subsequently not converted into a master bundle will be made as follows:—

Size (mm)	Basic rate for 100 conventional bundles
15	Rs 15.00
20	12.00
25	11.00
32 & 40..	8.00

1.05. The clerical staff engaged for arranging proper flow of pipes and also for recording such work done on each skid in each shift shall be paid incentive in addition to his normal wage earned by him in a month. It is clarified that the incentive payable to a clerk would be determined as under:

Incentive earned by a Clerk in shift 16% of total basic earning of his crew during the shift.

Such Clerical staff will not be entitled to payment under any Incentive Scheme.

2. Basic piece rate for clip making:

Basic piece-rate for bundling clips shall be @ Rs 0.18 paise per 10 completed clips from 1st January, 1977.

3. Manual pipe Straightening:

Effective 1st January, 1977, basic piece-rate for straightening of pipes manually will be as under:

Size			Mixed Pipes	Un-mixed pipes
			Basic piece-rate per 100 pipes	Basic piece rate per 100 pipes
1/2" (L, M, H)				Rs
3/4" (L, M, H), 1" L, M			6.50	5.10
1" H, 1.1/4" (L, M)			7.50	5.75
1.1/4" (H), 1.1/2" (L, M)			8.30	6.40

4. The work done by the group will be computed shift-wise and converted into piece rate earnings for individual workman of the group and added for the calendar month.

5. The piece-rate mentioned above shall be subject to the revision consequent upon the change in the mode of payment of dearness allowance or rationalisation or methods improvement or mechanisation or modification of scheme of bundling (No. of piece per conventional bundle and No. of conventional bundles per master bundle either in *lotlo* as per specific customer requirements).

6. The work would be done on the skids/places ear-marked by the management to its entire satisfaction. The work, if not found upto the standard and /or not completed shall not be reckoned for payment.

7. In case a substitute helper is given in place of an absentee, his share will be reduced from the wages of the group before it is divided amongst the remaining permanent helpers of the Crew.

8. The out-put recorded by the department shall be taken as final.

(Sd.)

(Sd.)

(Sd.)

(JAGDISH PRAKASH SHARMA)

(PRATAP SINGH)

(K.V. RAMASESHAN)

(Sd.)

(Sd.)

(Sd.)

(SATBIR SINGH LOCHAB)

(MATA PRASAD YADAV)

(J.P. JAIN)

(Sd.)

(Sd.)

(Sd.)

(RAM CHANDER)

(DEEP CHAND SHARMA)

(L.R. PRUTHI)

(Sd.)

(Sd.)

(R. K. PANDEY)

(SOM NATH)

Witnesses—

1. Sd.,

2. Sd.,

3. Sd.,

4. Sd.,

dated, Ganaur the 31st January, 1977.

ANNEXURE-II

BHARAT STEEL TUBES LIMITED: GANAUR

SUPPLY OF UNIFORMS

(Vide clause No. 8 of the Agreement)

1. All permanent workmen, other than Clerical-staff, probationers, Apprentices engaged under the Apprentices Act, Temporary/Casual/Substitutes, (i.e. Token holders) working on the shop-floor will be provided with uniforms and shoes as follows:

Summer (cotton) uniforms 2 sets (pant & Shirt) once a year starting from April-June, '77.

Leather shoes One pair-once a year starting from April-June, '77.

Woolen Jersey One piece once in two years starting from October, December, 1977.

2. In case winter uniforms/jersey has been provided to any workman in October-December, 1976, he would be entitled for such uniform/jersey again only in October-December, '78.

3. Tractor, Bus, Flo-car, Car Drivers and Bus-conductors, Peons, Store-boys, Token-boys, Lab. boy/Lab-Attendants, Cook, Bearers, Security Watchman, Jamadars and Security Gate-Clerks will, in addition to above, be supplied with one set of woollen uniform (Pant & coat) once in two years.

4. The Clerical staff in the lower grades of Rs. 275—10—325—12.50—400—15—535 and Rs 315—12.50—390—15—480—17.50—620 working in Production, MHF, galvanising, PES, Stockyard, Stores, Tool Room and Maintenance will be provided with one pair of shoes in a year starting from April-June, 1977.

5. A workman who, in view of his nature of work, is presently getting more than two sets of uniforms or more than one pair of shoes in a year, he will continue to get the same.

6. A workman who, in view of his nature of work, is provided with Shoes with rubber-sole or Ammunition boots or Rubber shoes, will continue to get the same instead of leather shoes as may be given to other workmen.

Sd.....,

Sd.....,

Sd.....,

(JAGDISH PRAKASH SHARMA)

(PRATAP SINGH)

(K.V. RAMASESHAN)

Sd.....,

Sd.....,

Sd.....,

(SATBIR SINGH LOCHAB)

(MATA PRASAD YADAV)

(J.P. JAIN)

Sd.....,

Sd.....,

Sd.....,

(RAM CHANDER)

(DEEP CHAND SHARMA)

(L.R. PRUTHI)

Sd.....,

Sd.....,

(R.K. PANDEY)

(SOM NATH)

Witnesses.—

1. Sd.....,

2. Sd.....,

3. Sd.....,

4. Sd.....,

Dated, Ganaur the 31st January, 1977.

ANNEXURE-III

BHARAT STEEL TUBES LIMITED: GANAUR

WORKING CONDITION ALLOWANCE

(Vide Clause 9 of the Agreement)

1. Workmen employed in the Galvanising Department:

1.01 Workmen required to work in the process of galvanising will be paid Working Condition Allowance:

- | | |
|---|--|
| (a) Zinc Bathman | .. Rs 1.00 per shift working
x Rs 1.25 as a special allowance |
| (b) Slinger/Pickler & Assistant Operator (Zinc Remelting) | .. Rs 1.00 per shift working |
| (c) Furnaceman-cum-Fitter required to maintain requisite temperature, Asstt... Operator (Pipe Blowing), E.O T. Crane Operator | .. Rs 0.75 per shift working |
| (d) Control Bench Operator, Asstt. C.B. Operator, Band/Power saw Operator
Helpers, Quality Control Inspectors, Helpers/ Viewers, Fitters, Elec.
tricians etc. | .. Rs 0.50 per shift working |
| (e) Workman such as Electricians, Fitters, Welders, Asstt. Welders, Masons, ..
Carpenters, Tractor/ Flocar Drivers, Sweepers,
khafas etc. detailed from other Departments
to work in the Galvanising Plant for short durations | .. Rs 0.07 per working hour |

1.02 Workmen, though on the rolls of the Galvanising Department but required to work on a machine not connected with the Galvanising process and /or situated outside the shed, shall not be eligible for such an allowance.

1.03 In the event of starting the new Galvanising Plant, the workmen working in that shed for operation of Threaders, Straighteners, Bundling, Band/Power Saw, EOT Cranes, or any other machine not connected with the galvanising process or its working, shall not be entitled to Working Condition Allowance payable to other workmen working for the Galvanising Plant.

1.04 If a person is engaged for training as Zinc Bathman for his ultimate working in the new Galvanising Plant or otherwise to develop adequate man-power in such category, such Trainee-Bathman will be entitled to Working Condition Allowance only @ Re. 1 per shift working and he shall not be entitled to the special allowance as may be admissible to other regular permanent Zinc Bath man.

1.05. In case a galvanising zinc pot/s is not working for periodical maintenance or any other reason, whatsoever, the Working Condition Allowance shall not be payable to the workmen employed for working of such pot/s.

2. Workmen employed in pipe Fabrication :

- (a) Furnace Operator, Gas Cutter and hot Bender .. Rs 0.20 Ps. per working hour
 (b) Helper on Furnace .. Rs 0.12 Ps. per working hour

3. Workmen employed in Tool Rooms :

- (a) Machinist/Grinder .. Rs 0.25 Ps per shift working
 (b) Turners engaged for grinding of Roll Profiled, Slit Knives, fins etc. .. Rs 0.50 Ps. per shift working

Work of such persons with the above departments shall be certified by the concerned shift Incharge.

5. Such an allowance shall be payable only to manual workers and not to Clerical/Supervisory staff working in the above departments.

6. The workmen detailed on over-time shall be entitled for Working Condition Allowance for overtime period at single rate.

7. The period of leave with or without wages, absence, period of lay-off, weekly or other holidays, shall not be reckoned for payment of Working Condition Allowance.

8. The Working Condition Allowance payable under this Scheme shall not be considered as "Wage" for the purpose of commencing bonus, annual leave with wages, provident fund, gratuity, incentive and/or other benefits which may be payable to such workers.

9. While calculating the Working Condition Allowance payable to an individual workman, it shall be rounded off to the nearest Rs 0.50 and amount less than Rs 0.25 Ps. will be ignored.

10. In case a workman getting Working Condition Allowance is transferred to some other job or department, such an allowance shall not be payable to him after his transfer.

11. A workman to whom Working Condition Allowance is payable on the basis of shift working, he will be paid Working Condition Allowance for the full "shift" if he works for or more than four hours while he shall not be paid any Allowance if he works for less than four hours on any day in the Plant.

12. The Working Condition Allowance payable to a workman in a particular month will be paid alongwith his salary for the succeeding month.

(Sd) (Sd) (Sd)

JAGDISH PARKASB SHARMA). (PARTAP SINGH). (K. V. RAMASESHAN).

(Sd). (Sd). (Sd).

(SATBIR SINGH LOCHAB). (MATA PRASAD YADAV). (J. P. JAIN).

(Sd). (Sd). (Sd).

(R. K. PANDEY). . . . (SOM NATH). (L. R. PRUTHI).

Witnesses :—

1. (Sd) 2. (Sd)

3. (Sd) 4. (Sd).

ed, Ganaur, the 31st January, 1977.

ANNEXURE IV

BHARAT STEEL TUBES LIMITED, GANAUR

INCENTIVE SCHEMES

[*Vide* Clause 10(b) of the Agreement]

1. Incentive Schemes are based on monthly evaluation of various indices for Productive Departments while determination of quantum of incentive of Service Department is based on weighted average incentive of Productive Departments and other factors as detailed hereinafter.

2. For the purposes of the Incentive Scheme, productive departments are Tube-Mills including Slitting Line, Threaders including Oiling Machine and galvanising, while service departments are Mechanical Maintenance, Electrical Maintenance, Stock-ard and M.H.F.

3. The basis and details of computation of incentive for various departments have been discussed and understood by the parties.

4. Classification of workmen into varior groups would be as under :—

Group I	.. Highly skilled Skilled A	.. Rs 350—20—530/22½—665/25—790 .. Rs 300—15—435/17½—540/20—640
---------	-----------------------------	--

Group II	.. Skilled B	.. Rs 250—10—340/12½—415/15—490
Group III	.. Semi-skilled	.. Rs 220—6—280/7—315/8—355
Group IV	.. Unskilled	.. Rs 200—4—240/5—265/6—295

5. Workmen on consolidated wages would be classified under the appropriate group at the discretion of the management.

6. Production shall be the basic factor for incentive payment. If no incentive is earned on this factor, no payment shall be given on any account.

7. If performance index of a factor other than Production deteriorates calling for negative incentive, this will be set off against positive incentive of remaining factors. But if the overall performance shows negative incentive, there will not be any deduction from the wage payable to a workman.

8. Maximum incentive payable on any factor shall be that earned on an index of 1.10 for that particular factor. However, in case of any index going negative below that given in the tables detailed hereinafter, the value of the negative incentive will be extra-polated backward in sequence commensurate to the positive values.

9. In case of power shut-down for more than 2 hours at time, the incentive payable would be reduced by a percentage which the total man hours of such power shut-down in month bears to the total man hours worked in a month.

10. To ensure accuracy of production and rejection report, a monthly reconciliation statement would be made with back-calculated production based on physical verification of stock of raw materials and finished pipes. Similarly, rejection figures would be reconciled with figures of reject despatches. Adjustments would be made as required.

11. The payment of incentive will be made to all permanent work men and probationers/temporary given against vacant positions in the concerned department for the days they actually work in a calendar month and will be rounded off to the nearest rupee. Amount less than 0.50 Ps. will be ignored. The incentive payment for a particular month will be paid alongwith salary of the succeeding month.

12. The Schemes detailed in this annexure are not applicable to Supervisory and Clerical Staff, Substitutes/Casual helpers given in any of such departments against absenteeism and/or for extra work of casual nature and apprentices engaged under the Apprentices Act and Rules made thereunder and such employees shall not be entitled to get any incentive payment.

13. Employees covered under Incentive Scheme detailed in this Annexure will not be entitled for the benefit under the Quarterly Production-cum-Despatches Incentive Scheme as detailed in Annexure V of this agreement.

14. If there is a significant change in supplies of raw-materials, products or bye-products and their specifications, methods, processes, equipment, quality of supplies and cost of materials considered in the scheme, levels of working, running of additional mill and/or additional galvanising pot compared to present 3 XU mill, 6 KU mill and two pots of galvanising, technological improvement, higher speeds of mill because of improvements, various standards including standard complement may be revised by the management at.

ANNEXURE IV

BHARAT STEEL TUBES LIMITED, GANAUR

(A) 6 KU AND 3 XU TUBE MILLS AND SLITTING LINE

(i) Evaluation of Production Index :

$$\text{Production Index} = \frac{\text{Std. Man-shifts of Tube-Mills} \times \text{Std. complement per shift of slitting Line}}{\text{Actual Man shifts of Tube-Mills and Slitting Line}} \times \text{No. of shifts run}$$

Where—
Std. Man-shift of Tube Mills

$$= \text{Total Std. shifts} \times \text{Std. complement}$$

$$= (\text{No. of std. shifts} \times \text{No. of std. shifts for set-up change}) \times \text{std. complement}$$

Standard shifts

$$= \text{Actual Production of Tube-mill}$$

$$\text{Std. Prod./shift}$$

Standard shifts are calculated for each size (and series) and set -up and the summation gives the number of standard shifts.

Actual man-shifts figures will be as per attendance report prepared by TIME OFFICE.

N. B.—Actual Production will be reckoned as total steel input to tube-mills minus one percent representing the reduction in weight in finished pipes due to bead removal and coil end—scrap.

(ii) Evaluation of Rejection Index :

$$\text{Rejection Index} = \frac{\text{Total Std. Rej. for all sizes rolled}}{\text{Total Actual Rej. for all sizes rolled}}$$

Standard rejection = Actual Production \times Std. Rejected percentage.

Actual rejection is as per production reports of Mills, Straightener, Endfacer and Tester, difference between the reports of Production and despatches, if any, will be adjusted against actual rejection.

			Index	Production	Rejection
Size/Series	Standard Production (Tons)	Standard Rejection (Percentage)	0.64	0.00	-0.25
			0.65	0.52	-0.23
			0.66	0.62	-0.22
			0.67	0.72	-0.20
			0.68	0.82	-0.18
			0.69	0.93	-0.16
			0.70	1.03	-0.14
3 XU Mill—					
15 mm	Light	20	1.05	0.71	1.13
	Medium	22	1.40	0.72	1.24
	Heavy	18	1.90	0.73	1.34
20 mm	Light	31	0.90	0.74	1.44
	Medium	32	0.90	0.75	1.55
	Heavy	30	1.45	0.76	1.65
25 mm	Light	40	0.85	0.77	1.75
	Medium	38	1.05	0.78	1.85
	Heavy	38	1.25	0.79	1.95
6 KU Mill—					
32 mm	Light	53	0.90	0.81	2.16
	Medium	62	1.05	0.82	2.27
	Heavy	70	1.05	0.83	2.37
40 mm	Light	65	1.25	0.84	2.47
	Medium	72	1.25	0.85	2.58
	Heavy	80	1.40	0.86	2.68
50 mm	Light	82	1.05	0.87	2.78
	Medium	100	1.05	0.88	2.88
	Heavy	104	1.40	0.89	2.99
65 mm	Light	114	1.20	0.90	3.09
	Medium	127	1.25	0.91	3.19
	Heavy	130	1.40	0.92	3.30
80 mm	Light	133	1.20	0.93	3.40
	Medium	144	1.25	0.94	3.50
	Heavy	147	1.40	0.95	3.61
100 mm	Light	180	1.40	0.96	3.71
	Medium	190	1.60	0.97	3.81
	Heavy	210	1.75	0.98	3.91
125 mm	Medium	205	1.75	0.99	4.02
	Heavy	205	2.00	1.00	4.12
150 mm	Medium	210	1.75	INCENTIVE TABLE FOR GROUP II	
	Heavy	220	2.00		

Index	Production	Rejection	Index	Production	Rejection
Standard for Roll Change One—Shift—			0.56	-0.51	-0.33
Standard Component/Shift-3XU-16, 6 KU-26, Slitting Line -15.			0.57	-0.43	-0.32
INCENTIVE TABLES FOR GROUP I			0.58	-0.34	-0.30
			0.59	-0.26	-0.29
			0.60	-0.17	-0.27
Index	Production	Rejection	0.61	-0.09	-0.26
			0.62	0.00	-0.24
			0.63	0.00	-0.23
			0.64	0.00	-0.21
			0.65	0.43	-0.20
			0.66	0.51	-0.18
			0.67	0.60	-0.17
			0.68	0.68	-0.15
			0.69	0.77	-0.14
			0.70	0.85	-0.12
0.56	-0.62	-0.40	0.71	0.94	-0.11
			0.72	1.02	-0.09
			0.73	1.11	-0.08
			0.74	1.19	-0.06
			0.75	1.28	-0.05
0.57	-0.52	-0.38			
0.58	-0.41	-0.36			
0.59	-0.31	-0.34			
0.60	-0.21	-0.32			
0.61	-0.10	-0.31			
0.62	0.00	-0.29			
0.63	0.00	-0.27			

Index	Production	Rejection	Index	Production	Rejection
0.76	1.36	-0.03	0.87	1.81	0.32
0.77	1.45	-0.02	0.88	1.88	0.33
0.78	1.53	0.00	0.89	1.94	0.34
0.79	1.62	0.00	0.90	2.01	0.35
0.80	1.70	0.00	0.91	2.08	0.37
0.81	1.79	0.32	0.92	2.14	0.38
0.82	1.87	0.33	0.93	2.21	0.39
0.83	1.96	0.35	0.94	2.28	0.40
0.84	2.04	0.36	0.95	2.35	0.41
0.85	2.13	0.38	0.96	2.41	0.42
0.86	2.21	0.39	0.97	2.48	0.44
0.87	2.30	0.41	0.98	2.55	0.45
0.88	2.38	0.42	0.99	2.61	0.46
0.89	2.47	0.44	1.00	2.68	0.47
0.90	2.55	0.45	1.01	2.75	0.48
0.91	2.64	0.47	1.02	2.81	0.50
0.92	2.72	0.48	1.03	2.88	0.51
0.93	2.81	0.50	1.04	2.95	0.52
0.94	2.89	0.51	1.05	3.02	0.53
0.95	2.98	0.53	1.06	3.08	0.54
0.96	3.06	0.54	1.07	3.15	0.55
0.97	3.15	0.56	1.08	3.22	0.57
0.98	3.23	0.57	1.09	3.28	0.58
0.99	3.32	0.59	1.10	3.25	0.59
1.00	3.40	0.60			
1.01	3.49	0.62			
1.02	3.57	0.63			
1.03	3.66	0.65			
1.04	3.74	0.66			
1.05	3.83	0.68			
1.06	3.91	0.69			
1.07	4.00	0.71			
1.08	4.08	0.72			
1.09	4.17	0.74			
1.10	4.25	0.75			

INCENTIVE TABLE FOR GROUP IV

INCENTIVE TABLES FOR GROUP III

Index	Production	Rejection	Index	Production	Rejection
0.56	-0.40	-0.26	0.56	-0.30	-0.19
0.57	-0.34	-0.25	0.57	-0.25	-0.18
0.58	-0.27	-0.24	0.58	-0.20	-0.17
0.59	-0.20	-0.22	0.59	-0.15	-0.16
0.60	-0.13	-0.21	0.60	-0.10	-0.15
0.61	-0.07	-0.20	0.61	-0.05	-0.14
0.62	0.00	-0.19	0.62	0.00	-0.13
0.63	0.00	-0.18	0.63	0.00	-0.12
0.64	0.00	-0.17	0.64	0.25	-0.11
0.65	0.34	-0.15	0.65	0.30	-0.10
0.66	0.40	-0.14	0.66	0.34	-0.09
0.67	0.47	-0.13	0.67	0.39	-0.09
0.68	0.54	-0.12	0.68	0.44	-0.08
0.69	0.60	-0.11	0.69	0.44	-0.08
0.70	0.67	-0.09	0.70	0.49	-0.07
0.71	0.74	-0.08	0.71	0.54	-0.06
0.72	0.80	-0.07	0.72	0.59	-0.05
0.73	0.87	-0.06	0.73	0.64	-0.04
0.74	0.94	-0.05	0.74	0.69	-0.03
0.75	1.00	-0.03	0.75	0.74	-0.03
0.76	1.07	-0.02	0.76	0.76	-0.02
0.77	1.14	-0.01	0.77	0.78	-0.01
0.78	1.21	0.00	0.78	0.83	0.00
0.79	1.27	0.00	0.79	0.88	0.00
0.80	1.34	0.00	0.80	0.93	0.00
0.81	1.41	0.25	0.81	1.03	0.18
0.82	1.47	0.26	0.82	1.08	0.19
0.83	1.54	0.27	0.83	1.13	0.19
0.84	1.61	0.28	0.84	1.18	0.20
0.85	1.68	0.30	0.85	1.23	0.21
0.86	1.74	0.31	0.86	1.27	0.22

Annexure IV.—concl'd

ANNEXURE-IV

Index	Production	Rejection	Index	Production	Rejection	Chaser
0.98	1.86	0.32	0.81	2.11	0.31	0.42
0.99	1.91	0.33	0.82	2.19	0.32	0.44
1.00	1.96	0.34	0.83	2.27	0.33	0.46
			0.84	2.34	0.34	0.48
1.01	2.01	0.35	0.85	2.42	0.35	0.50
1.02	2.06	0.36	0.86	2.49	0.36	0.52
1.03	2.11	0.37	0.87	2.57	0.37	0.54
1.04	2.16	0.37	0.88	2.64	0.38	0.56
1.05	2.21	0.38	0.89	2.72	0.39	0.58
1.06	2.25	0.39	0.90	2.79	0.40	0.60
1.07	2.30	0.40	0.91	2.87	0.41	0.62
1.08	2.35	0.41	0.92	2.94	0.42	0.64
1.09	2.40	0.42	0.93	3.02	0.43	0.66
1.10	2.45	0.43	0.94	3.10	0.44	0.68
			0.95	3.17	0.45	0.70
			0.96	3.25	0.46	0.72
			0.97	3.32	0.47	0.74
			0.98	3.40	0.48	0.76
			0.99	3.47	0.49	0.78
			1.00	3.55	0.50	0.80

Standard Production/shift for oiling Machine=2200 pipes

Standard complement 3 XU Threader=14, Oiling Machine=3
6 KU Threader=8

Standard shifts for Size-change :

	Class I	Class II	Class III	Class IV
GR-50 (mm) . . .	15,20	25,32,40	50	..
GR-150 (mm) . . .	32,40,50	65,80	100	125,150

Standard time for size change for pipes of size in one class to that in another class will be one hour while within the class standard time for change will be half-an-hour.

INCENTIVE TABLE FOR GROUP I

Index	Production	Rejection	Chaser
0.50	-0.08		
0.51	0.00		
0.52	0.00		
0.53	0.00		
0.54	0.08		
0.55	0.15		
0.56	0.23		
0.57	0.30		
0.58	0.38		
0.59	0.45		
0.60	0.53		
0.61	0.60	-0.17	-0.34
0.62	0.68	-0.16	-0.32
0.63	0.76	-0.15	-0.30
0.64	0.83	-0.14	-0.28
0.65	0.91	-0.13	-0.26
0.66	0.98	-0.12	-0.24
0.67	1.06	-0.11	-0.22
0.68	1.13	-0.10	-0.20
0.69	1.21	-0.09	-0.18
0.70	1.28	-0.08	-0.16
0.71	1.36	-0.07	-0.14
0.72	1.43	-0.06	-0.12
0.73	1.51	-0.05	-0.10
0.74	1.59	-0.04	-0.08
0.75	1.66	-0.03	-0.06
0.76	1.74	-0.02	-0.04
0.77	1.81	-0.01	-0.02
0.78	1.89	0.00	0.00
0.79	1.96	0.00	0.00
0.80	2.04	0.00	0.00

INCENTIVE TABLES FOR GROUP II			
0.50	-0.06		
0.51	0.00		
0.52	0.00		
0.53	0.00		
0.54	0.06		
0.55	0.13		
0.56	0.19		
0.57	0.25		
0.58	0.31		
0.59	0.38		
0.60	0.44		
0.61	0.50	-0.14	-0.28
0.62	0.56	-0.13	-0.26
0.63	0.63	-0.12	-0.25
0.64	0.69	-0.11	-0.23
0.65	0.75	-0.10	-0.21
0.66	0.81	-0.10	-0.20
0.67	0.88	-0.09	-0.18
0.68	0.94	-0.08	-0.17
0.69	1.00	-0.07	-0.15
0.70	1.06	-0.06	-0.13
0.71	1.13	-0.06	-0.12
0.72	1.19	-0.05	-0.10
0.73	1.25	-0.04	-0.08
0.74	1.31	-0.03	-0.07
0.75	1.38	-0.03	-0.05
0.76	1.44	-0.02	-0.03
0.77	1.50	0.01	-0.02
0.78	1.57	0.00	0.00
0.79	1.63	0.00	0.00
0.80	1.69	0.00	0.00

0.81	1.75	0.25	0.35
0.82	1.82	0.26	0.36
0.83	1.88	0.26	0.38
0.84	1.94	0.27	0.40
0.85	2.00	0.28	0.41
0.86	2.07	0.29	0.43
0.87	2.13	0.30	0.45
0.88	2.19	0.30	0.46
0.89	2.25	0.31	0.48
0.90	2.32	0.32	0.50

ANNEXURE—contd.

Index	Production	Material consumption	Zinc consumption
0.91	2.38	0.33	0.51
0.92	2.44	0.34	0.53
0.93	2.50	0.34	0.54
0.94	2.57	0.35	0.56
0.95	2.63	0.36	0.58
0.96	2.69	0.37	0.59
0.97	2.75	0.38	0.61
0.98	2.82	0.38	0.63
0.99	2.88	0.39	0.64
1.00	2.94	0.40	0.66

ANNEXURE—contd.

Index	Production	Material consumption	Zinc consumption
1.02	2.41	0.33	0.55
1.03	2.64	0.34	0.56
1.04	2.50	0.35	0.57
1.05	2.55	0.35	0.59
1.06	2.60	0.36	0.60
1.07	2.65	0.36	0.61
1.08	2.70	0.37	0.62
1.09	2.75	0.38	0.64
1.10	2.80	0.38	0.65

Incentive Tables for Group IV

1.01	3.00	0.41	0.68
1.02	3.07	0.42	0.69
1.03	3.13	0.42	0.71
1.04	3.19	0.43	0.73
1.05	3.26	0.44	0.74
1.06	3.32	0.45	0.76
1.07	3.38	0.46	0.78
1.08	3.44	0.46	0.79
1.09	3.51	0.47	0.81
1.10	3.57	0.48	0.83

Incentive Tables for Group III

0.50	-0.05			0.61	0.28	-0.09	-0.17
0.51	0.00			0.62	0.23	-0.08	-0.16
0.52	0.00			0.63	0.35	-0.08	-0.15
0.53	0.00			0.64	0.39	-0.07	-0.14
0.54	0.05			0.65	0.42	-0.07	-0.13
0.55	0.10			0.66	0.46	-0.06	-0.12
0.56	0.15			0.67	0.48	-0.06	-0.11
0.57	0.20			0.68	0.53	-0.05	-0.10
0.58	0.25			0.69	0.56	-0.05	-0.09
0.59	0.29			0.70	0.60	-0.04	-0.08
0.60	0.34						
0.61	0.39	-0.12	-0.22	0.71	0.63	-0.04	-0.07
0.62	0.44	-0.12	-0.21	0.72	0.67	-0.03	-0.06
0.63	0.49	-0.11	-0.20	0.73	0.70	-0.03	-0.05
0.64	0.54	-0.10	-0.18	0.74	0.74	-0.02	-0.04
0.65	0.59	-0.10	-0.17	0.75	0.77	-0.02	-0.03
0.66	0.64	-0.08	-0.16	0.76	0.81	-0.01	-0.02
0.67	0.69	-0.08	-0.14	0.77	0.84	-0.01	-0.01
0.68	0.74	-0.07	-0.13	0.78	0.88	0.00	0.00
0.69	0.79	-0.06	-0.12	0.79	0.91	0.00	0.00
0.70	0.83	-0.05	-0.10	0.80	0.95	0.00	0.00
0.71	0.88	-0.04	-0.09	0.81	0.98	0.16	0.21
0.72	0.93	-0.04	-0.08	0.82	1.02	0.16	0.22
0.73	0.98	-0.03	-0.07	0.83	1.05	0.17	0.23
0.74	1.03	-0.03	-0.05	0.84	1.09	0.17	0.24
0.75	1.08	-0.02	-0.04	0.85	1.12	0.18	0.25
0.76	1.13	-0.01	-0.03	0.86	1.16	0.18	0.26
0.77	1.18	-0.01	-0.01	0.87	1.19	0.19	0.27
0.78	1.22	0.00	0.00	0.88	1.23	0.19	0.28
0.79	1.28	0.00	0.00	0.89	1.26	0.20	0.20
0.80	1.33	0.00	0.00	0.90	1.30	0.20	0.30
0.81	1.37	0.20	0.27	0.91	1.33	0.21	0.31
0.82	1.42	0.20	0.29	0.92	1.37	0.21	0.32
0.83	1.47	0.21	0.30	0.93	1.40	0.22	0.33
0.84	1.52	0.22	0.31	0.94	1.44	0.22	0.34
0.85	1.57	0.22	0.33	0.95	1.47	0.23	0.35
0.86	1.62	0.23	0.34	0.96	1.51	0.23	0.36
0.87	1.67	0.24	0.35	0.97	1.54	0.24	0.37
0.88	1.72	0.24	0.36	0.98	1.58	0.24	0.38
0.89	1.77	0.25	0.38	0.99	1.61	0.25	0.39
0.90	1.82	0.26	0.39	1.00	1.65	0.25	0.40
0.91	1.87	0.26	0.40				
0.92	1.91	0.27	0.42				
0.93	1.96	0.28	0.43				
0.94	2.01	0.28	0.44				
0.95	2.06	0.29	0.45				
0.96	2.11	0.29	0.47				
0.97	2.16	0.30	0.48				
0.98	2.21	0.31	0.49				
0.99	2.26	0.31	0.51				
1.00	2.31	0.32	0.52				
1.01	2.36	0.33	0.53				

(C) GALVANISING		GALVANISING INCENTIVE TABLE FOR GROUP I			
(i) Production Index = Standard man-shifts					
	Actual man-shifts	Index	Production	Material consumption	Zinc consumption
Where					
Standard Man-shifts	= Standard shifts × Standard complement per plant	0.45	-0.09	-0.47	-3.71
Standard Shifts	= Std. shifts for Production + Std. shifts for size-change	0.46	-0.06	-0.45	-3.59
Standard shifts for Production	= Actual Production (with rejection incorporated)	0.47	-0.03	-0.43	-3.46
	Std. Prod. per shift.	0.48	0.00	-0.41	-3.33
Actual Production (with rejection incorporated)	= Actual Production - (Actual rejection (Nos) × Std. rejection (Nos) × 15)	0.49	0.00	-0.39	-3.20
		0.50	0.00	-0.38	-3.08
(ii) Zinc Consumption Index = Total std. consumption in Tonnes	Total actual consumption in Tonnes	0.51	0.03	-0.37	-2.94
		0.52	0.06	-0.35	-2.82
Standard Consumption	Std. zinc pick-up consumption	0.53	0.09	-0.34	-2.69
	Zinc consumption efficiency.	0.54	0.12	-0.32	-2.56
Standard Zinc pick-up Consumption	Total surface area galvanised × Std. zinc pick-up for unit area (Summation for various sizes)	0.55	0.15	-0.31	-2.43
(iii) Material Consumption Index = Total std. consumption cost	Total actual consumption cost	0.56	0.18	-0.30	-2.30
		0.57	0.21	-0.28	-2.18
Standard Consumption	Std. zinc pick-up consumption	0.58	0.24	-0.27	-2.05
	Zinc consumption efficiency.	0.59	0.27	-0.25	-1.92
Standards		0.60	0.30	-0.23	-1.79
Size/Series	Production	0.61	0.33	-0.22	-1.66
15, 20, 25	2920	0.62	0.36	-0.20	-1.54
32	Light 2840	0.63	0.39	-0.19	-1.41
	Medium 2840	0.64	0.42	-0.18	-1.28
	Heavy 2704	0.65	0.45	-0.16	-1.15
40	Light 2840	0.66	0.48	-0.15	-1.02
	Medium 2720	0.67	0.51	-0.14	-0.90
	Heavy 2336	0.68	0.54	-0.12	-0.77
50	Light 2280	0.69	0.57	-0.11	-0.64
	Medium 1944	0.70	0.60	-0.10	-0.51
	Zinc consumption standards				
65	Light 1600	0.81	0.93	0.01	0.64
	Medium 1560	0.82	0.96	0.02	0.77
	Heavy 1296	0.83	0.99	0.03	0.90
	(Size mm) Pick-up	0.84	1.02	0.05	1.02
		0.85	1.05	0.06	1.15
80	Light 1368	0.86	1.08	0.07	1.28
	Medium 1168	0.87	1.11	0.08	1.41
	Heavy 976	0.88	1.14	0.10	1.54
100	Sulphuric Acid 1.1%	0.89	1.17	0.11	1.66
	Furnace Oil 2.2%	0.90	1.20	0.12	1.79
125	Light 976	0.91	1.23	0.14	1.92
	Medium 776	0.92	1.26	0.15	2.05
	Heavy 712	0.93	1.29	0.16	2.18
150	Light 584	0.94	1.32	0.18	2.30
	Medium 520	0.95	1.35	0.19	2.43
	Heavy 456	0.96	1.38	0.20	2.56
	Size change	0.97	1.41	0.22	2.69
	Std. time 30 mts.	0.98	1.44	0.23	2.82
	Drossing for each plant	0.99	1.47	0.25	2.94
	Std. time 1.5 shifts	1.00	1.50	0.27	3.08
Standard complement per shift for two plants put together, i.e. for two standard shift		1.01	1.53	0.28	3.20
N.B.:-		1.02	1.54	0.30	3.33
Zinc consumption efficiency would be reviewed if dross and ash are reduced as a result of technological improvements		1.03	1.55	0.31	3.46
		1.04	1.56	0.32	3.59
		1.05	1.57	0.34	3.71
		1.06	1.58	0.35	3.84
		1.07	1.59	0.37	3.97
		1.08	1.62	0.38	4.10
		1.09	1.65	0.39	4.22
		1.10	1.68	0.41	4.35

ANNEXURE IV—*contd.*ANNEXURE IV—*contd.*

Index	Production	Material consumption	Zinc consumption	Index	Production	Material consumption	Zinc consumption
Galvanising Incentive Table for Group II				Galvanising Incentive Tables for Group III			
0·45	-0·07	-0·40	-3·05	0·45	-0·06	-0·32	-2·41
0·46	-0·05	-0·39	-2·94	0·46	-0·04	-0·31	-2·32
0·47	-0·02	-0·37	-2·84	0·47	-0·02	-0·30	-2·24
0·48	0·00	-0·36	-2·73	0·48	0·00	-0·29	-2·16
0·49	0·00	-0·35	-2·63	0·49	0·00	-0·28	-2·08
0·50	0·00	-0·34	-2·52	0·50	0·00	-0·27	-2·00
0·51	0·02	-0·32	-2·42				
0·52	0·05	-0·31	-2·31	0·51	0·02	-0·26	-1·91
0·53	0·07	-0·30	-2·21	0·52	0·04	-0·25	-1·83
0·54	0·10	-0·29	-2·10	0·53	0·06	-0·24	-1·74
0·55	0·12	-0·28	-2·00	0·54	0·08	-0·23	-1·66
0·56	0·15	-0·26	-1·89	0·55	0·10	-0·22	-1·58
0·57	0·17	-0·25	-1·79	0·56	0·12	-0·21	-1·49
0·58	0·20	-0·24	-1·68	0·57	0·13	-0·20	-1·41
0·59	0·22	-0·23	-1·58	0·58	0·15	-0·19	-1·33
0·60	0·25	-0·22	-1·47	0·59	0·17	-0·18	-1·25
				0·60	0·19	-0·17	-1·16
0·61	0·27	-0·20	-1·37				
0·62	0·30	-0·19	-1·26	0·61	0·21	-0·16	-1·08
0·63	0·32	-0·18	-1·16	0·62	0·23	-0·15	-1·00
0·64	0·35	-0·17	-1·05	0·63	0·25	-0·14	-0·91
0·65	0·37	-0·16	-0·95	0·64	0·27	-0·13	-0·83
0·66	0·40	-0·14	-0·84	0·65	0·29	-0·12	-0·75
0·67	0·42	-0·13	-0·74	0·66	0·31	-0·11	-0·66
0·68	0·45	-0·12	-0·63	0·67	0·33	-0·10	-0·58
0·69	0·47	-0·11	-0·53	0·68	0·35	-0·10	-0·50
0·70	0·50	-0·10	-0·42	0·69	0·36	-0·09	-0·42
				0·70	0·38	-0·08	-0·33
0·71	0·52	-0·08	-0·32				
0·72	0·55	-0·07	-0·21	0·71	0·40	-0·07	-0·25
0·73	0·57	-0·06	-0·11	0·72	0·42	-0·06	-0·17
0·74	0·60	-0·05	0·00	0·73	0·44	-0·05	-0·08
0·75	0·62	-0·04	0·00	0·74	0·46	-0·04	0·00
0·76	0·64	-0·02	0·00	0·75	0·48	-0·03	0·00
0·77	0·67	-0·01	0·11	0·76	0·50	-0·02	0·00
0·78	0·69	0·00	0·21	0·77	0·52	-0·01	0·09
0·79	0·72	0·00	0·32	0·78	0·54	0·00	0·17
0·80	0·74	0·00	0·42	0·79	0·56	0·00	0·25
				0·80	0·58	0·00	0·33
0·81	0·77	0·01	0·53				
0·82	0·79	0·02	0·63	0·81	0·60	0·01	0·42
0·83	0·82	0·04	0·74	0·82	0·61	0·02	0·50
0·84	0·85	0·05	0·84	0·83	0·63	0·03	0·58
0·85	0·87	0·06	0·95	0·84	0·65	0·04	0·66
0·86	0·89	0·07	1·05	0·85	0·67	0·05	0·75
0·87	0·92	0·08	1·16	0·86	0·69	0·06	0·83
0·88	0·94	0·10	1·26	0·87	0·71	0·07	0·91
0·89	0·97	0·11	1·37	0·88	0·73	0·08	1·00
0·90	0·99	0·12	1·47	0·89	0·75	0·09	1·08
				0·90	0·77	0·10	1·16
0·91	1·02	0·13	1·58				
0·92	1·04	0·14	1·68	0·91	0·79	0·10	1·25
0·93	1·07	0·16	1·79	0·92	0·81	0·11	1·33
0·94	1·09	0·17	1·89	0·93	0·83	0·12	1·41
0·95	1·12	0·18	2·00	0·94	0·84	0·13	1·49
0·96	1·14	0·19	2·10	0·95	0·86	0·14	1·58
0·97	1·17	0·20	2·21	0·96	0·88	0·15	1·66
0·98	1·19	0·22	2·31	0·97	0·90	0·16	1·74
0·99	1·22	0·23	2·42	0·98	0·92	0·17	1·83
1·00	1·24	0·24	2·52	0·99	0·94	0·18	1·91
				1·00	0·96	0·19	2·00
1·01	1·26	0·25	2·63				
1·02	1·29	0·26	2·73	1·01	0·98	0·20	2·08
1·03	1·31	0·28	2·84	1·02	1·00	0·21	2·16
1·04	1·34	0·29	2·94	1·03	1·02	0·22	2·24
1·05	1·36	0·30	3·05	1·04	1·04	0·23	2·32
1·06	1·39	0·31	3·15	1·05	1·06	0·24	2·41
1·07	1·41	0·32	3·26	1·06	1·08	0·25	2·49
1·08	1·44	0·34	3·36	1·07	1·09	0·26	2·57
1·09	1·46	0·35	3·47	1·08	1·11	0·27	2·66
1·10	1·49	0·36	3·57	1·09	1·13	0·28	2·74
				1·10	1·15	0·29	2·82

ANNEXURE IV—*contd.*ANNEXURE IV—*concl.*

Index	Production	Material consumption	Zinc consumption	Index	Production	Material consumption	Zinc consumption
Galvanising Incentive Table for Group IV							
0.45	-0.04	-0.25	-1.77	0.75	0.35	-0.02	0.00
0.46	-0.02	-0.24	-1.71	0.76	0.36	-0.01	0.00
0.47	-0.01	-0.24	-1.65	0.77	0.38	-0.01	0.06
0.48	0.00	-0.23	-1.59	0.79	0.39	0.00	0.12
0.49	0.00	-0.22	-1.53	0.80	0.41	0.00	0.18
0.50	0.00	-0.21	-1.46	0.81	0.42	0.00	0.24
0.51	0.01	-0.19	-1.40	0.83	0.43	0.01	0.31
0.52	0.02	-0.18	-1.34	0.84	0.45	0.01	0.37
0.53	0.04	-0.18	-1.28	0.86	0.50	0.04	0.55
0.54	0.06	-0.17	-1.22	0.87	0.52	0.05	0.61
0.55	0.07	-0.16	-1.16	0.88	0.53	0.06	0.67
0.56	0.08	-0.15	-1.10	0.89	0.55	0.06	0.73
0.57	0.10	-0.15	-1.04	0.90	0.56	0.07	0.79
0.58	0.11	-0.14	-0.98	0.91	0.57	0.08	0.85
0.59	0.13	-0.13	-0.92	0.92	0.59	0.08	0.98
0.60	0.14	-0.13	-0.85	0.93	0.60	0.09	1.04
0.61	0.15	-0.12	-0.79	0.94	0.62	0.10	1.10
0.62	0.17	-0.11	-0.73	0.95	0.63	0.11	1.16
0.63	0.18	-0.11	-0.67	0.96	0.64	0.11	1.22
0.64	0.20	-0.10	-0.61	0.97	0.66	0.12	1.28
0.65	0.21	-0.09	-0.55	0.98	0.67	0.13	1.34
0.66	0.22	-0.08	-0.49	0.99	0.69	0.13	1.40
0.67	0.24	-0.08	-0.43	1.00	0.70	0.14	4.46
0.68	0.25	-0.07	-0.37	1.01	0.71	0.15	1.53
0.69	0.27	-0.06	-0.31	1.02	0.73	0.15	1.59
0.70	0.28	-0.06	-0.24	1.03	0.74	0.16	1.65
0.71	0.29	-0.05	-0.18	1.04	0.76	0.17	1.71
0.72	0.31	-0.04	-0.12	1.05	0.77	0.18	1.77
0.73	0.32	-0.04	-0.06	1.06	0.78	0.18	1.83
0.74	0.34	-0.03	-0.00	1.07	0.80	0.19	1.89
				1.08	0.81	0.20	1.95
				1.09	0.83	0.20	2.01
				1.10	0.84	0.21	2.07

(D) Mechanical Maintenance and Electrical :

1. Basis

85 per cent of weighted average incentive of Tube-mill, Galvanizing and Threaders, weightage being the actual manpower employed, at each plant.

2. Formula

$$Q = K \times Incw \times \frac{\text{Standard Complement}}{\text{Actual complement}}$$

Q = Incentive quantum payable

K = 0.85

$Incw$ = Weighted average incentive for a group

$$\frac{M_{TM} \times Inc_{TM}}{M_{TM} + M_G + M_{TH}} + \frac{M_G \times Inc_G}{M_{TM} + M_G + M_{TH}} + \frac{M_{TH} \times Inc_{TH}}{M_{TM} + M_G + M_{TH}}$$

Inc = Incentive earned by the corresponding group

M = Actual manning strength

TM = Tube Mill

G = Galvanizing

TH = Threader

3. Incentive for each group of workers in Mechanical and Electrical will be evaluated based on incentive earned by corresponding group in Production Units.

4. Standard Complement/month = 1350 for Electrical ;

1950 for Maintenance.

(E) Materials Handling and Flow

1 Basis .. Weighted average incentive of Tube Mill, Galvanising and Threaders, Weightage being tonnage processed at each unit

$$2 \text{ Formula } Q = \text{Inc}_w \times \frac{\text{Standard complement}}{\text{Actual complement}}$$

Q = Quantum of incentive payable.
 Inc_w = Weighted average incentive.

$$= \frac{\frac{T}{TM} \times \text{Inc}_{TM} + \frac{T}{G} \times \text{Inc}_G + \frac{T}{TH} \times \text{Inc}_{TH}}{\frac{T}{TM} + \frac{T}{G} + \frac{T}{TH}}$$

I = Incentive Earned

T = Tonnage processed

TM = Tube Mill

G = Galvanising

TH = Threaders

3. Incentive for each group of workers in M.H.F. will be evaluated based on incentive earned by corresponding group of Workers in Production Units.

4. Standard Complement/month = 1560

(F) Stockyard—

1. Quantum of incentive for a group—
 Inc_w

$= 0.75 \times \text{corresponding group of } M.H.F$	Despatches	Std. complement
	Effective Production	Actual man-shifts

2. Incentive of a group will be calculated based on Inc_w for corresponding group.

3. Standard complement Month = 1750

(Sd.) . . . , (JAGDISH PRAKASH) SHARMA	(Sd.) . . . , (PRATAP SINGH)	(Sd.) . . . , (K. V. RAMASESHAN)
(Sd.) . . . , (SATBIR SINGH LOCHAB),	(Sd.) . . . , (MATA PRASAD YADAV)	(Sd.) . . . , (J. P. JAIN)
(Sd.) . . . , (RAM CHANDER)	(Sd.) . . . , (DEEP CHAND SHARMA)	(Sd.) . . . , (I. R. PRUTHI)
(Sd.) . . . , (R. K. PANDEY)	(Sd.) . . . , (SOM NATH)	
Witnesses :	1. (Sd.) . . . , 3. (Sd.) . . . ,	2. (Sd.) . . . , 4. (Sd.) . . . ,

Dated, Ganaur the 31st January, 1977.

ANNEXURE V

BHARAT STEEL TUBES LIMITED, GANAUR

Quarterly Production-cum-Despatches Incentive Scheme (*vide Clause 10(c) of the Agreement*)

1. This scheme shall be applicable to all employees except those who are:—

(a) covered by a separate departmental incentive scheme, existing or to be introduced at a later date.

(b) paid on piece rate system including Bundling Clerks

(c) engaged as apprentice in various trades under the Apprentice Act and Rules made thereunder.

2. The basis of output for calculating the incentive payment shall be simple average of Slit/Skelp input to the 6KU, 3XU and 2" tube-mills and the finished in production despatched from the factory in a quarter i. e. January-March, April-June, July-September and October-December, in each year.

3.01. The minimum output level (norm) in a quarter, calculated as above, shall vary as under depending on the number of shifts each mill runs :—

Basis	Shifts	day	Minimum output in tonnes)		
3XU	+	6KU	+	2"	
(a)	3	+	2	+	..
(b)	3	+	3	+	
(c)	3	+	2	+	1
(d)	3	+	2	+	2
(e)	3	+	2	+	3
(f)	3	+	3	+	2
(g)	3	+	3	+	3

3.02. The schedule of working of the mills and the despatches programme shall be determined by the Planning Department periodically.

3.03. The above output is based on normal 6-day working per week of tube mills. In case the tube-mills are run on weekly holidays over and above the planned shifts, then the minimum level of output would be adjusted by adding 60/30 Tonnes per ship/half shift of 6 KU Mill and 20/10 Tonnes per shift/half shift of 3XU or 2" Mills. In case of inter-change between 6 KU, 3 XU and 2" Mills, working adjustments in minimum level output would be done at rates mentioned above.

3.04. No adjustment will be made in minimum output levels for non-running of mills.

3.05. The inter-change of mills between 6 KU, 3XU and 2" for more than 2 hours will be considered as 0.5 shift and for 6 hours or more as full one shift.

4. The above norms of output have been fixed on the basis of existing techniques of production, existing machinery and workmen. In case of changes in technology, rate of output of the mills because of modernisation, etc., the norms shall be liable for change at the discretion of the managements.

5. The output calculated as above shall be rounded off to the nearest 100 Tonnes, i. e. less than 50 tonnes to be ignored and 50 or more tonnes to be reckoned as 100 tonnes.

6.01. The production incentive shall be paid as a percentage of the wage of an employee.

6.02. For this purpose "Wage" means the basic wage and dearness allowance and shall not include any other payment/allowances.

6.03. "Wage" earned in a quarter shall mean the wages earned for the days the employee actually worked in a Quarter. Only weekly and declared holidays under the Punjab Industrial Establishment (National and Festival Holidays and Sick and Casual Leave) Act, 1965 shall be reckoned as working days for the purpose of payment of incentive under the Scheme.

6.04. Where the salary or wage of an employee exceeds Rupees four hundred per month, the incentive payable to such employee under this scheme shall be calculated as if his salary or wage were Rupees Four hundred per month.

7. The incentive shall be paid as follows :—

Slab (Tonnes)	Per cent of "Wages" payable as Production Incentive
Minimum level as per Clause 3.01	3.0 per cent
For first 1,500 T over minimum level	at 0.50 per cent for every 100 T
For 1,501-3,000T above minimum level	at 0.75 per cent for every 100 T
For 3,001-6,000 T above minimum level	at 1.00 per cent for every 100 T

8. The payment of such incentive shall be made alongwith the salary of the employee in the month following the declaration of such an incentive.

9. To qualify for the payment of incentive, an employee should have worked for at least 30 working days in the Quarter for which such an incentive is payable.

10. The amount of incentive payable to an employee under this scheme in a Quarter will be rounded off to the nearest rupee. An amount less than 0.50 paise will be ignored and more than 0.50 paise will be reckoned as the next rupee.

11. The incentive payable under this scheme shall not be considered as "Wage" for the purpose of computing bonus, annual leave with wage, provident fund, E. S. I. gratuity, incentive and/or other benefits which may be payable to such employees.

12. The management reserves its right to introduce from time to time an incentive scheme applicable to any workman, group of workmen or Department(s) and the workmen covered by any such Scheme would automatically fall outside the purview of this Quarter Production-cum-Despatches Incentive Scheme.

(Sd.)	(Sd.)	(Sd.)
(JAGDISH PARKASH SHARMA),	(PRATAP SINGH)	(K. V. RAMASESHAN)
(Sd.)	(Sd.)	(Sd.)
(SATBIR SINGH MOCHAT)	(MATAPRASAD YADAV)	(J. P. JAIN)
(Sd.)	(Sd.)	(Sd.)
(RAM CHANDER)	(DEEP CHAND SHARMA)	(L. R. PRUTHI)
(Sd.)	(Sd.)	
(R. K. PANDEY)	(SOM NATH)	

Witnesses:—

- | | |
|----------|----------|
| 1. (Sd.) | 2. (Sd.) |
| 3. (Sd.) | 4. (Sd.) |

Dated Gahaur the 31st January, 1977.

ATTESTED

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 3088-4Lab-77/10212.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s. Kirloskar Oil Engines Ltd. 25th Kilometre, Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 97 of 1974

between

Shri Manmohan Singh, workman and the management of M/s. Kirloskar Oil Engines Ltd., 25th Kilometre Mathura Road, Faridabad.

Present:— Shri R. N. Roy, for the workman
Shri S.L. Gupta, for the management.

AWARD

By order No. ID/FD/74/27731, dated the 25th July, 1974, the Governor of Haryana, referred the following dispute between the management of M/s. Kirloskar Oil Engines Ltd., 25th Kilometre, Mathura Road, Faridabad and its workman Shri Manmohan Singh to this Tribunal for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Manmohan Singh was justified and in order? If not, to what relief is he entitled?

On receipt of the reference, notices were issued to the parties. The parties appeared and put in their pleadings. On the pleadings of the parties, the case was fixed for the evidence of the parties. The parties had closed their case and the case was then fixed for arguments. At this stage the parties reached a settlement. The terms and conditions of the settlement dated the 10th March, 1977 are as follows :—

- (1) That the management shall pay to me full wages upto the date of my dismissal.
- (2) That the management shall also pay to me 1½ months wages as notice period wages.
- (3) That the management shall also pay to me a sum of Rs. 2,000 only in addition to the above said amounts for consideration that I shall have no claim to reinstatement or re-employment.
- (4) That I shall be treated as retrenched on the date of dismissal but will not be entitled to claim notice wage of one month as is provided in retrenchment cases.
- (5) That the management shall pay to me all other dues as admissible under law such as earned wages, wage against earned leave, bonus and gratuity as admissible according to law and as paid to other employees. If on or prior to the date of dismissal any annual increment is found to have accrued to me as per the rules of the company or as per law, the same will also be paid as other dues.
- (6) On receipt of the amount as said above, I shall have no claim whatsoever of any kind from and against the company. This settlement settles every dispute.

The factory of the management has been closed and in these circumstances, I think that the settlement is fair and genuine. I give my award as follows : —

- (1) That the management shall pay to the workman full wages upto the date of dismissal.
- (2) That the management shall also pay to the workman 1½ months wages as notice period wages.
- (3) That the management shall also pay to him a sum of Rs. 2,000 only in addition to the abovesaid amount for consideration that he shall have no claim to reinstatement or re-employment.
- (4) That the workman shall be treated as retrenched on the date of dismissal, but will not be entitled to claim notice wage of one month as is provided in retrenchment cases.
- (5) That the management shall pay to the workman all other dues as admissible under law such as earned wages, wage against earned leave, bonus and gratuity, as admissible according to law and as paid to other employees. If on or prior to the date of dismissal any annual increment is found to have accrued to the workman as per the rules of the company or as per law, the same will also be paid as other dues.
- (6) On receipt of the amount as said above the workman shall have no claim whatsoever of any kind from and against the company. This settlement settles every dispute.

The payment of the agreed amount has been paid to the workman before this Tribunal and the workman has accepted the payment in full and final settlement of all his dues claims and right whatsoever.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 370, dated the 31st March, 1977.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under Section 15 of the Industrial Disputes Act, 1947.

The 31st March, 1977.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 3083-4Lab-77/10214.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workmen and the management of M/s. Karam Potteries, Patudi Road, Gurgaon.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 191 of 1976.

between

The Workmen and the Management of M/s. Karam Potteries, Patadi Road, Gurgaon.

Present.— Shri Madhu Sudan Saran Cowshish for the workmen.
Shri Amrik Singh, for the management.

AWARD

By order No. ID/GG/192-A-76/33298, dated the 7th September, 1976, the Governor of Haryana, referred the following dispute between the management of M/s. Karam Potteries, Patudi Road, Gurgaon and its workmen to this Tribunal, for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 :—

- (1) Whether the workmen are entitled to the grant of bonus for the years 1972-73, 1973-74 and 1974-75 ? If so, with what details ?
- (2) Whether the workmen should be supplied with uniforms ? If so, with what details ?

On receipt of the reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, the following issues were framed on 28th December, 1976 :—

- (1) Whether the workmen are entitled to the award of bonus for the years 1972-73, 1973-74 and 1974-75 ? If so, with what details ? (OPW)
- (2) Whether the management had paid the minimum bonus to the workmen as per law for the years 1972-73, 1973-74 and 1974-75 ? (OPW)
- (3) The previous issue No. 2 be numbered as issue No. 3 (OPM).

The case was fixed for the evidence of the workmen. Thereafter a compromise was entered between the parties on 25th March, 1977. According to the compromise, the management agreed to pay Rs. 20 per annum to their workmen against the supply of uniforms. No uniform in kind shall be supplied. The management further agreed to pay bonus at the rate of 4 per cent of the total earning to those workers who were entitled to it for the years 1972-73 and 1973-74. The workmen who have already received the bonus at the above said rate shall not be paid any for these years. The management further agreed that the bonus for the year 1974-75

shall be paid at the rate of Rs. 8.33 to those workers who were entitled to it minus the amount paid to them against bonus for that year. The representative of the workmen agreed to that. I, therefore, give my award as follows :—

- (1) That the workmen are entitled to bonus for the years 1972-73 and 1973-74 at the rate of 4 per cent of the total earnings. This bonus shall be paid to those workers only who were entitled to it. The workmen who had already been paid the bonus at that rate for the said years shall not be paid any more.
- (2) That the workmen are entitled to bonus at the rate of Rs. 8.33 for the years 1974-75. This bonus shall be paid to those workers only who are entitled to it. The amount already paid as bonus to the workmen for the years 1974-75 shall be adjusted against the amount of bonus at the rate of Rs. 8.33.

Dated 31st March, 1977.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 352, dated 31st March, 1977

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated 31st March, 1977.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 3084-4Lab-77/10216.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workmen and the management of M/s New India Conduit Pipes (Regd.), Opposite Railway Station, Railway Road, Faridabad :—

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 16 of 1975

Between

Shri Ram Sibhag workman and the management of M/s New India Conduit Pipes (Regd.), Opposite Railway Station, Railway Road, Faridabad

Present.—Shri R.N. Roy, for the workman.
Shri R.C. Sharma, for the management.

AWARD

By order No. ID/FD/74/1020/2239, dated 15th January, 1975, the Governor of Haryana, referred the following dispute between the management of M/s New India Conduit Pipes (Regd.), Opposite Railway Station, Railway Road, Faridabad, and its workman Shri Ram Sibhag to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of Sub-section (1) of section 10 of the Industrial Disputes Act, 1947. :—

Whether the termination of services of Shri Ram Sibhag was justified and in order ? If not, to what relief is he entitled ?

On receipt of the reference, notices were issued to the parties. The parties appeared and put in their pleadings. On the pleadings of the parties, the following issues were framed on 10th June, 1976, by my learned predecessor :—

- (1) Whether the reference is bad in law for the preliminary objections as stated in the written statement ?
- (2) Whether the workman absented himself from duty on 22nd May, 1974, and continued to do so till 3rd June, 1974, and his name was struck off the rolls as a result of his continued absence ?
- (3) If not, whether the termination of services of the workman Shri Ram Sibhag was justified and in order ? If not, to what relief is he entitled ?

The case was filed for the evidence of the management. The management examined one Shri Ram Sarup Wadhwa, their partner as M.W. 1 and closed their case. Then the case was fixed for the evidence of the workman. The workman examined himself as W.W. 1 and a witness Shri Ram Baksh W.W. 2. Then the parties stated that they were negotiating a compromise and the time be granted to them for the said compromise. On 11th March, 1977, the parties compromised the dispute. According to compromise the management had to pay a sum of Rs 800 only to the workman concerned in consideration of giving up his dispute and giving up his any right to reinstatement or re-employment. The management agreed to that and stated that he shall pay the above said amount within a week of the compromise. I, therefore, give my award as follows :—

- (1) That the management is liable to pay to the workman concerned a sum of Rs 800 only within a week of the compromise dated 11th March, 1977.
- (2) That on receipt of the said amount of Rs 800 only, the termination of services of the workman concerned shall be deemed justified and in order and the workman shall have no right to the reinstatement or re-employment.

Dated 31st March, 1977.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 353, dated 31st March, 1977

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated 31st March, 1977.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

The 28th April, 1977

No. 3094-4/Ind-77/10430.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workman and the management of M/s American Universal Electric (India) Ltd., Faridabad :—

**BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD**

Reference No. 33 of 1977

Between

SHRI MOTI RAM WORKMAN AND THE MANAGEMENT OF M/S AMERICAN UNIVERSAL ELECTRIC (INDIA) LTD., FARIDABAD

Present.—Shri Lal Chand, for the workman.

Shri B. R. Yadav, for the management.

AWARD

By order No. ID/2026, dated 18th January, 1977, the Governor of Haryana, referred the following dispute between the management of M/s American Universal Electric (India) Ltd., Faridabad, and its workman Shri Moti Ram to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947:—

Whether the termination of services of Shri Moti Ram was justified and in order? If not, to what relief is he entitled?

On receipt of the reference, notices were issued to the parties. The parties appeared and filed a settlement Ex. M-1. The settlement is genuine and fair. The settlement is dated 9th March, 1977. Prior to that a settlement was also arrived at between the parties on 11th February, 1977, according to which the management was ready to reinstate the workman concerned but thereafter the workman and his representative again approached the management for another settlement and hence the settlement dated 9th March, 1977, was arrived at. According to this settlement, the management agreed to pay to the workman three months' wages at the rate of Rs 251.50 per month amounting to Rs 754.50. In addition to this, the management also agreed to pay to the workman concerned one month's notice at the same rate of Rs 251.50. Thus the management agreed to pay to the workman concerned Rs 1,006 in all within a week of the settlement. The settlement is signed by both the parties and their representative. The workman has received a good amount and has settled the dispute.

In view of the said settlement I give my award as follows :—

That the management is liable to pay a sum of Rs 1,006 only to the workman concerned, detailed below :—

	Rs
(1) Three months' pay @ Rs 251.50	.. 754.50
(2) One month's notice pay at the same rate	.. 251.50
	<hr/>
Total	1006.00
	<hr/>

As the workman has agreed to receive one month's notice pay, it is evident that he has treated to terminate his services as justified on the receipt of the above said amount.

The settlement is silent as to reinstatement of the workman or giving up the dispute by the workman, but I think when the workman concerned has agreed to receive one month's notice pay, he has given up his claim to reinstatement or re-employment. I, therefore, give my award as follows :—

That the management is liable to pay to the workman concerned a sum of Rs 1,006 only, within a week of settlement dated 9th March, 1977, detailed as below.

(1) Three months pay @ Rs 251.50	754.50
(2) One month's notice pay at the same rate	251.50
Total	1,006.00

On receipt of the above said amount within the stipulated period, the termination of services of the workman concerned shall stand and be deemed to be justified and in order, and the workman concerned is not entitled to any other relief. I give my award accordingly.

NATHU RAM SHARMA,

Dated 31st March, 1977.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 349, dated 31st March, 1977

Forwarded (four copies) to the Secretary to Government, Haryana, Labour & Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,

Dated 31st March, 1977.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 3093-4Lab-77/10432.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad in respect of the dispute between the workman and the Management of M/s. Chanda Enterprises 56-D, Industrial Area, N.I.T., Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 5 of 1974

between

SHRI PRAN NATH WORKMAN AND THE MANAGEMENT OF M/S. CHANDA ENTERPRISES
56-D, INDUSTRIAL AREA, N.I.T., FARIDABAD

Present :—

Shri R. C. Sharma, for the workman.

Shri K. P. Aggarwal, for the management.

AWARD

By order No. ID/FD/74/41206 dated 30th December, 1974 the Governor of Haryana, referred the following dispute between the management of M/s Chanda Enterprises, 56-D, Industrial Area, N.I.T. Faridabad and its workman Shri Pran Nath, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the dismissal of Shri Pran Nath was justified and in order ? If not, to what relief is he entitled ?

On receipt of the reference, notices were issued to the parties. The parties appeared and put in their pleadings. The case was fixed for the evidence of the parties. The case was tried first on the vires of the domestic enquiry held by the management against the workman concerned. My learned

predecessor, — vide his order dated 12th July, 1977 found the enquiry illegal, irregular and not in accordance with the principal of natural justice. Thereafter the notice were again issued to the parties for proving their case on merits. The management examined one Shri H. L. Chanda, the partner as M.W. I. Then the case was fixed for the remaining evidence of the management. Thereafter a compromise was effected between the parties. According to compromise the management agreed to pay a sum of Rs 4,000 only to the workman in full and final settlement of the dispute and dues and the workman shall have no claim for reinstatement or re-employment. The workman agreed to this. The workman stated that the management has paid to him a cheque of Rs 2,000 only drawn on Hindustan Commercial Bank, Ltd., Faridabad. This payment through this cheque shall be deemed to have been made to the workman subject to encashment. The management shall pay to the workman the remaining amount of Rs 2,000 by 10th April, 1977. On receipt of that amount the dispute shall be deemed to have been resolved and on payment of the whole of the above said sum as stipulated above all claims and dues shall be deemed to have been fully and finally settled and the workman shall have no right to reinstatement or re-employment by the management. I, therefore, give my award as follows :—

- (1) That the management is liable to pay to the workman a sum of Rs 4,000 only. The management has paid a cheque for Rs 2,000 only to the workman drawn on Hindustan Commercial Bank Ltd., Faridabad but this payment shall be deemed payment on an encashment of the cheque. The management shall also pay the remaining sum of Rs 2,000 only to the workman by 10th April, 1977.
- (2) That on receipt of the above said amount of Rs 4,000 only by the workman from the management a dismissal of the workman concerned shall stand justified and in order and the workman concerned shall have no other relief. The workman shall not be entitled to reinstatement and re-employment.

NATHU RAM SHARMA,

Dated 31st March, 1977.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 375, dated 31st March, 1977.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required, under section 15 of the Industrial Disputes Act, 1947:

NATHU RAM SHARMA,

Dated 31st March, 1977.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 3089-4Lab-77/10434.—In pursuance of the provisions of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workman and the management of M/s. Spick India, Link Road, near Madhuban Faridabad :—

**BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD**

Reference No. 130 of 1976

between

**THE WORKMAN AND THE MANAGEMENT OF M/S SPICK INDIA,
LINK ROAD, NEAR MADHUBAN, FARIDABAD**

Present :

Shri Bhim Singh Yadav, for the workman.
Shri S. L. Gupta, for the management.

AWARD

By order No. ID/FD/909-A-75/74049, dated 15th July, 1976, the Governor of Haryana, referred the following dispute between the management of M/s Spick India, Link Road, Near Madhuban,

Faridabad and its workmen to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

- (1) Whether the workmen are entitled to the grant of bonus for the year 1973-74 and 1974-75 ? If so, with what details ?
- (2) Whether the workmen should be supplied with attendance Cards? If so, with what details ?
- (3) Whether Watchman of the factory should be supplied with uniforms ? If so with what details ?

On receipt of the reference, notices were issued to the parties. The parties appeared and put in their pleadings. On the pleadings of parties the following issues were framed on 17th November, 1976 :—

- (1) Whether the workmen are entitled to the grant of bonus for the years 1973-74 & 1974-75 ? If so, with what details ?
- (2) Whether the workmen should be supplied with attendance cards ? If so, with what details ?
- (3) Whether workman of the factory should be supplied with uniforms ? If so, with what details ?
- (4) Whether the District General Employees Union has no locus standi to represent the workmen before the Tribunal ?
- (5) Whether the dispute has been espoused by the workmen substantially ?
- (6) Whether the dispute was directly raised with the management ? If not, to what effect ?
- (7) Whether the Payment of Bonus Act does not apply to the management, what is its effect ?

The case was fixed for the evidence of the workmen. The representative of both the parties had appeared on 17th November, 1976. Both of them also appeared on 23rd December, 1976. Then the case was fixed for the evidence of the workman on 1st April, 1977, i. e. today. Today both the representative appeared but the representative for the workman made a statement that he does not want to appear in this case. He withdrew himself. No workman was present today. The representative of the workmen further stated that he had no instructions from the workmen to proceed with the case. It is an intentional default by the representative of the workmen as he had no instructions from the workmen. In the circumstances, I could do nothing but to hold that there was no dispute pending between the parties. I, therefore, give my award that there is no dispute between the parties.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Dated 31st March, 1977.

No. 371, dated 31st March, 1977

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under Section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Dated 31st March, 1977.

No. 1091-4Lab-77/10436.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad/Labour Court, Rohtak in respect of the dispute between the workmen and the management of M/s Haryana Textiles, Circular Road, Rohtak.

**BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD**

Reference No. 3 of 1975

between

**THE WORKMEN AND THE MANAGEMENT OF M/S HARYANA TEXTILES, CIRCULAR
ROAD, ROHTAK**

Present :

Shri Richpal Singh for the workman.

Shri Mohinder Kumar Sharma for the management.

AWARD

By order No. ID/RK/670-74/41248, dated 30th December, 1976 the Governor of Haryana, referred the following dispute between the management of M/s Haryana Textile, Circular Road Rohtak and its workman to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the action of the management in retrenching the workmen mentioned in Annex 'A' was justified and in order? If not, to what relief are they entitled?

On receipt of the reference, notices were issued to the parties. The parties put in their pleadings and the case was fixed for evidence. On pleadings of the parties, the following issues were framed by my learned predecessor on 2nd February, 1976.

- (1) Whether the demand leading to the reference was raised by a proper person?
- (2) Whether the retrenchment of the workman Miran Devi, Ram Dulari, Ganga Devi, Sumitran Devi, Ram Kali and Ram Kanwari was justified and in order? If not, to what relief they are entitled?

Prior to that my learned predecessor has given a partial award in this reference dated 5th June, 1975. That partial award was an interim award. By that interim award Sarvshri Chander Bhan, Rishi Parkash, Sumer Singh, Gopal Singh were reinstated without back wages. Shri Randhir Singh has withdrawn his case. Sarvshri Jagdish, Ram Dahyia, Dara Singh, Sham Sunder, and Sarvshrimati Ganga Devi, Godawari and Khoshala were concerned. They had tendered their resignation and have received their dues in full and final settlement, hence that interim award did not grant any relief to them. Then the case was fixed the evidence of the parties. The parties then parayed for time for negotiating a compromise. A compromise was affected on 6th January, 1977, between the parties, according to which the management agreed to reinstate Sarvshrimati Ram Dulari and Ram Kumari without back wages at the rate of the wages that was paid to them at the time when the service was terminated but continuity of their services shall not be effected. The representative of the workman withdrew from the reference in respect of other remaining ladies. I, therefore, give my award as follows: —

- (1) That the retrenchment of Sarvshrimati Ram Dulari, Ram Kumari is neither justified nor in order. They are entitled to reinstatement with continuity of service but without back wages. They shall be paid wages on and from the day they joined their duties at the rate that was paid to them at the time when they were retrenched.
- (2) That there is no dispute in respect of other remaining claimants other than those mentioned in the interim partial award dated 5th June, 1975. This award shall be supplement to the award in this reference dated 5th June 1975.

Dated the 31st March, 1977.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 373, dated 31st March, 1977.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated, the 31st March, 1977.

NATHU RAM SHARMA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 3081-4Lab-77/10438.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workmen and the management of M/s Grover Enterprises, Kundli, Post Office, Kundli (District Sonepat).

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD

Reference No. 157 of 1975

between

THE WORKMEN AND THE MANAGEMENT OF M/S GROVER ENTERPRISES, KUNDLI,
POST OFFICE KUNDLI (DISTRICT SONEPAT)

Present.—

Shri Dharam Pal Pathak, for the workmen.
Shri J. K. Khanna, for the management.

AWARD

By order No. ID/FD/60738, dated 23rd September, 1975, the Governor of Haryana, referred the following dispute between the management of M/s Grover Enterprises, Kundli, Post Office Kundli (District Sonepat) and its workmen to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

1. Whether the workmen are entitled to the increase in the pay ? If so, with what details ?
2. Whether the workmen are entitled to bonus at a rate higher than 8.33 per cent for the years 1973-74 and 1974-75 ? If so, with what details ?
3. Whether the workmen should be provided with uniforms and pair of shoes ? If so, with what details ?
4. Whether the management of the factory should provi! cycle stand for the workers ? If so, with what details ?

On receipt of the reference, notices were issued to the parties. On 21st January, 1977, the representative of the workmen appeared. He made a statement that at present the factory of the management was closed and all the workers have received all of their dues and that there was no dispute at that time. The said representative stated that the management have accepted certain demands in principal. He stated that the management had given him undertaking that the management shall implement all general demands after the unit again started functioning. The representative of the workmen, therefore, withdrew from the reference and gave up all the demands at present. He further stated that it shall not debar the workmen from raising the demands in future when the factory start working and the management does not implement the demands.

In view of the abovesaid statement of the representative of the workmen I give my award as follows (1) that there is no dispute pending at present, (2) that the workmen shall not be debarred from raising the demands in future when the factory starts working and the management does not implement the said demands.

Dated the 31st March, 1977.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 350, dated the 31st March, 1977.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

Dated the 31st March, 1977.

NATHU RAM SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

The 4th May, 1977

No. 4186-4Lab-77/10876.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and the management of M/s Shri Ram, son of Shri Hamam Dass Flour Mills, Thanawali Gali Sadhora (Ambala).

BEFORE SHRI MOHAN LAL JAIN, PRESIDING OFFICER, LABOUR COURT,
HARYANA, ROHTAK

Reference No. 88 of 1976

between

SHRI SEWA RAM, WORKMAN AND THE MANAGEMENT OF M/S SHRI RAM, SON
OF SHRI HAMAM DASS FLOUR MILLS, THANAWALI GALI, SADHORA
(AMBALA)

AWARD

By order No. ID/41757, dated 12th November, 1976, the Governor of Haryana, referred the following dispute between the management of M/s. Shri Ram, son of Shri Hamam Dass Flour Mills, Thanawali Gali Sadhora (Ambala) and its workman Shri Sewa Ram to this Court for adjudication, in exercise of the powers conferred by clause (c) of sub-section (l) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Sewa Ram was justified and in order ? If not, to what relief is he entitled ?

Whereas the workman put in his appearance in this Court through his authorised representative Shri Surinder Kumar on 17th January, 1977, in response to the usual notices of reference sent to him, the management failed to appear on that date despite service of such notices sent to them through registered post with the result that *ex-parte* proceedings were taken up against them on that date and the workman was directed to adduce his evidence on 25th April, 1977.

The workman appeared as his own witness in *ex-parte* evidence and deposed that his services had been terminated by the management on 4th March, 1976 without their holding any enquiry or serving him any charge-sheet and that the termination of his services was as such unjustified and illegal and he was entitled to reinstatement with continuity of service and full back wages at the rate of Rs 200 per mensem last drawn by him.

I see no reasons to disbelieve the statement of the workman particular when the proceedings against the management are *ex-parte* and they have taken no care to defend the demand raised on them by the former. A telegram received from the management on 2nd February, 1977, intimating the inability of the management to appear on account of the illness of the person authorised to do so and that Medical Certificate would be sent by them in support of this allegation, could not obviously be considered after the management had actually been proceeded with *ex-parte* on 17th January, 1977. Even otherwise no Medical Certificate was received thereafter.

I am thus convinced that the management have intentionally not chosen to defend the demand. I, thus relying on the *ex-parte* statement of the workman, hold in his favour with a finding that the termination of his services was unjustified and he is entitled to reinstatement with continuity of service and full back wages at the rate of Rs 200 per mensem with effect from 4th March, 1976 and answer the reference while returning the award in these terms.

Dated 27th April, 1977.

MOHAN LAL JAIN,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 854, dated 29th April, 1977.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

MOHAN LAL JAIN,

Presiding Officer,
Labour Court, Haryana, Rohtak.

P. P. CAPRIHAN,

Financial Commissioner and Secy.